# September 28, 2020 Galena City Council Meeting

## Notice of Meeting by Teleconference

Due to the essential nature of public meetings in conducting official City business and in an effort to protect against the spread of COVID-19 during public gatherings, the upcoming Monday, September 28, 2020 Galena City Council meeting will take place via teleconference utilizing Zoom Video Communications. The meeting will be conducted at Zoom meeting https://us02web.zoom.us/j/89553318309 (Meeting ID: 895 5331 8309) or 312-626-6799, with the following changes, additional opportunities to participate, and reminders:

- **MEETING START TIME** – City Council meeting will start at 6:30 p.m.

- **PUBLIC COMMENT** – Public Comment will be conducted as usual near the beginning of the meeting. To ensure the public will be able to participate the city is providing three ways in which the public can submit their comments. These same three methods may be used for commenting during public hearings.

  1. TELECONFERENCED — Public is invited to participate via Zoom Video Communications, meeting https://us02web.zoom.us/j/89553318309 (Meeting ID: 895 5331 8309). When the presiding officer calls for public comments during the meeting, an attendee wishing to speak by video and/or audio link will be asked to "raise hand".

     A. If using a PC or Mac:

        *1.* During a meeting, click on the icon labeled "Participants" at the bottom center of your PC or Mac screen.

        *2.* At the bottom of the now open "Participants" window on the right side of the screen, click the button labeled "Raise Hand." Your digital hand is now raised. The meeting presiding officer will recognize you to speak for not more than three minutes. Your audio and video will be enabled by the meeting host.

        *3.* After speaking, lower you hand by clicking the same button, now labeled "Lower Hand." Your audio and video will be disabled by the meeting host.

     B. If using a mobile device:

        *1.* During a meeting, tap the screen and click on the icon labeled "More" on the top right of the screen. Tap "Raise Hand". A blue hand icon will appear next to your name on the "Participants" list. Your digital hand is now raised.

        *2.* The meeting presiding officer will recognize you to speak for not more than three minutes. Your audio and video will be enabled by the meeting host.

        *3.* After speaking, lower you hand by tapping the "More" icon and then tap "Lower Hand." Your audio and video will be disabled by the meeting host.

2. E-MAILED – Public comments or public hearing testimony can be submitted via email to mmoran@cityofgalena.org with the subject "City Council Public Comment". The City Clerk will read emails received out loud (up to 3 minutes) into the public record.

3. MAILED – Public comments or public hearing testimony can be mailed to the Galena City Clerk, 101 Green Street, Galena, IL 61036. Please include "City Council Public Comment" on the outside of the envelope. The City Clerk will read written comments received out loud (up to 3 minutes) into the public record. Please know that postage delivery time could cause the mailing to arrive after the meeting time.

- **SOCIAL DISTANCING** – Public meetings will be conducted via teleconference/virtually utilizing Zoom Video Communications to insure recommended social distancing. Join the meeting at https://us02web.zoom.us/j/89553318309 (Meeting ID: 895 5331 8309). The public may also participate by phone by calling 312-626-6799 and entering the meeting ID.

- **AGENDA** — The meeting agenda follows this page and is posted at www.cityofgalena.org and on the exterior of City Hall, 101 Green Street, Galena, Illinois.

- **NOTICE** – Members of the public participating in the meeting via Zoom will be muted unless recognized by the presiding officer to speak. Participants joining the meeting via Zoom agree that video and/or audio from their computer or device may be broadcast to other meeting participants and may be recorded. By joining the meeting, participants also agree that their video feed to the meeting may be disabled by the presiding officer and their audio feed may be muted. Members of the public participating via Zoom are encouraged to test their system prior to the meeting start time and become familiar with the Zoom operating system and any changes to the operating system that may have been made by Zoom.

- **QUESTIONS** — Questions about the teleconference meeting may be directed to City Administrator, Mark Moran at mmoran@cityofgalena.org or 815-777-1050.

# City of Galena, Illinois

## AGENDA

**REGULAR CITY COUNCIL MEETING**

**6:30 P.M., MONDAY, SEPTEMBER 28, 2020**

https://us02web.zoom.us/j/89553318309 (Meeting ID: 895 5331 8309) or 312-626-6799

| ITEM | DESCRIPTION |
|---|---|
| 20C-0372. | Call to Order by Presiding Officer |
| 20C-0373. | Roll Call |
| 20C-0374. | Establishment of Quorum |
| 20C-0375. | Pledge of Allegiance |
| 20C-0376. | Reports of Standing Committees |
| 20C-0377 | Citizens Comments<br>• Not to exceed 15 minutes as an agenda item<br>• Not more than 3 minutes per speaker |

**PUBLIC HEARINGS**

None.

**LIQUOR COMMISSION**

| ITEM | DESCRIPTION | PAGE |
|---|---|---|
| 20C-0378. | Discussion and Possible Action on a Request by Juan Dorantes for a Class A Liquor License for Galena Convenient Liquor Store Inc., 234 North Main Street | 6-11 |

**CONSENT AGENDA CA20-18**

| ITEM | DESCRIPTION | PAGE |
|---|---|---|
| 20C-0379. | Approval of the Minutes of the Regular City Council Meeting of September 14, 2020 | 12-16 |
| 20C-0380. | Approval of Budget Amendment BA21-06 for Sewer Treatment Plant Maintenance, Health Insurance Expenses, and Police Equipment | 17-18 |

| | | |
|---|---|---|
| 20C-0381. | Approval of a Request by the Galena Center for the Arts for Outdoor Scarecrow Exhibits in Downtown Public Spaces through November 1 | 19-20 |
| 20C-0382. | Approval of a Contract with Spear Corporation for Sand Filtration Maintenance and Repair at the Pool | 21 |
| 20C-0383. | Approval of a Request by the Galena Area Chamber of Commerce to Sell Halloween Posters on Saturdays in October on Main Street Adjacent to 412 S. Main Street | 22 |
| 20C-0384. | Approval of Backflow Prevention Inspection Contract with Geostar Mechanical for the 2020-21 Inspection Year | 23 |
| 20C-0385. | Approval of a Contract with Bulletproof Concrete Coatings for Epoxy Coating the Fire Department Garage Floors | 24 |
| 20C-0386. | Approval of Contract with Jo Daviess County Animal Control for Animal Control Services from December 1, 2020 through November 30, 2021 | 25-27 |
| 20C-0387. | Discussion and Possible Action on a Request by Pastor Adam Mostert to Use Sidewalk Space on Bench Street for Fellowship Gatherings through 2020 | 28-32 |
| 20C-0388. | Acceptance of August 2020 Financial Report | -- |

**UNFINISHED BUSINESS**

| ITEM | DESCRIPTION | PAGE |
|---|---|---|
| 20C-0362. | Second Reading and Possible Approval of the Small Wireless Facilities Deployment Ordinance and Master Pole Agreement | 33-64 |

None.

**NEW BUSINESS**

| ITEM | DESCRIPTION | PAGE |
|---|---|---|
| 20C-0389. | Presentation of Fiscal Year 2020 Audited Financial Report by O'Connor and Brooks | -- |
| 20C-0390. | Discussion and Possible Action on 2020 Halloween Trick-or-Treat | 65-67 |
| 20C-0391. | Discussion and Possible Action on a Contract with IIW Engineers for the West Utility System Improvement Project Design and Construction Services | 68-85 |

| ITEM | DESCRIPTION | PAGE |
|---|---|---|
| 20C-0392. | Discussion and Possible Action on Request by AT&T to Modify the Terms of the Lease for Tower and Ground Space at the Dodge Street Standpipe | 86-92 |
| 20C-0393. | Discussion and Possible Action on a Transportation Network Company Application by Rasier, LLC, DBA Uber Technologies, Inc. | 93-100 |
| 20C-0394. | Warrants | 101-106 |
| 20C-0395. | Alderpersons' Comments | |
| 20C-0396. | City Administrator's Report | |
| 20C-0397. | Mayor's Report | |
| 20C-0398. | Motion for Executive Session Including:<br>• Section 2 (c) (2) – Collective negotiating matters and deliberations concerning salary schedules<br>• Section 2 (c) (1) – Employee hiring, firing, compensation, discipline and performance | |
| 20C-0399. | Adjournment | |

**CALENDAR INFORMATION**

| BOARD/COMMITTEE | DATE | TIME | LOCATION |
|---|---|---|---|
| Historic Preservation Commission | Cancelled Until Further Notice | | |
| City Council | Mon. October 12 | 6:30 P.M. | https://us02web.zoom.us/j/84650868885<br>Meeting ID: 846 5086 8885 |
| Zoning Board of Appeals | Wed. October 14 | 6:30 P.M. | https://us02web.zoom.us/j/85383395991<br>Meeting ID: 853 8339 5991 |

# CITY OF GALENA, ILLINOIS

## Liquor License Application

☑ New Application ☐ Renewal Application

**Applicant Information:**

Applicant Name: Doroutes (Last) Joan (First) (M.I.)

Address: 909 Fulton St Galena Ill 61036
City State Zip

Phone #: 815-281-1826 Email Address: ayala.patanipoq@gmail.com

The undersigned applicant, being duly sworn on oath, makes application for a Class (check one):

☑ A ☐ B ☐ C ☐ D ☐ F ☐ G ☐ H ☐ I ☐ J ☐ K ☐ L ☐ M ☐ N ☐ O ☐ P ☐ Q ☐ R

Liquor License in the City of Galena for the term beginning _____, and ending _____, and hereby certifies to the following facts:

**Business/Premise Information:**

Application is for: ☑ Corporation ☐ Limited Liability Corporation ☐ Individual ☐ Partnership

Corporation/Business Name: GALENA CONVENIET Liquor Store

Doing Business As: Convenient

Name as it should appear on license: GALENA ~~CONVENIET~~ Liquor STORE
(Must match State License)

Exact Address of Business: 234 N Main St Galena Ill

Phone #: 815-281-1826 Fax #: _____

The property is: ☐ Owned ☑ Leased Lease Expires: 9-1-25 (attach a copy of the lease)

The applicant has been in business since: _____

The renewal applicant has applied for and been granted:

State Liquor License #: _____ Expiration Date: _____(Attach Copy)

Illinois Sales Tax #: 4014- 5336 Expiration Date: 1-1-21 (Attach Copy)

Liquor revenues are from the sale of: ☐ Beer ☐ Beer & Wine ☐ Alcoholic Liquor ☐ Wine only

For consumption: ☐ On Premises ☐ Off Premises ☐ Both

State principle type of business (Tavern, Restaurant, etc.): Store

All Employees **MUST** be BASSET Certified. Please submit a complete list of all employees BASSET Certified with this application. List must include license number and expiration date.

The general description, including approximate square footage, of the premises or place of business which is to be operated under the proposed license: _____

_____

(Attach a scaled drawing of the premises showing all ingress and egress locations, windows, and location of bar.)

Do you hold any other current Liquor Licenses within the City of Galena? ☑ Yes ☐ No

If so, please specify: Restaurant AYALAS

**If a corporation or partnership, please list all names of Owners, Officers, Directors, Stockholders, Members and/or Partners owning more than 5%.**

| Name | Address | City, State, Zip | Date of Birth | Phone # |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**<u>Manager Information (manager must complete manager application)</u>**:

Name: _____
Last First M.I.

Address: _____
City State Zip

Date of Birth: _____ Phone: _____ E-Mail Address: _____

The applicant, by signing this application, agrees to or answers in the affirmative to the following statements:

a. The applicant owns said place of business or has a lease on said place of business for the period for which the license is issued. **(If leased, please attach a copy of the lease.)**

b. The applicant will not allow illegal gambling or other illegal activities on the premises.

c. The applicant has neither been convicted of a felony nor is disqualified to receive a license by reason of any requirement contained in the Liquor Control and Liquor Licensing Ordinance for the City of Galena, Jo Daviess Country, Illinois passed and approved in effect on the date of this application or by the laws of the State of Illinois, the United States of America, or any other ordinance of the City of Galena.

d. Neither the applicant; a corporation of which the applicant is a shareholder, officer, or director; or a partnership of which the applicant belongs has had a liquor license revoked or suspended by any licensing body. If the license has either been revoked or suspended, the applicant shall explain on a separate sheet of paper the circumstances regarding dates and location of said suspension or revocation and attach it to the application as a part thereof.

e. The applicant will not, during the term of the license, violate any of the laws of the State of Illinois, the United States of America, or any Ordinance of the City of Galena in the conduct of the place of business described above.

f. The applicant hereby files with this application a Certificate of Insurance by a company authorized to do business in the State of Illinois. The Certificate of Insurance certifies that the applicant has in force and effect the dram shop and other insurance coverage required by the City of Galena and aggress to maintain said insurance for the duration of this licensing period.

The applicant (including the manager in the case of a corporation) states (strike through alternatives that not applicable) and agrees to the following:

a. The applicant is a resident of the City of Galena.

b. The applicant is a citizen of the United States. If naturalized: Time _____ Place _____

c. With reference to a Partnership Application, all members of said Applicant Partnership are qualified to obtain a license.

d. With reference to a Corporation Application; no officer, manager director, stock holder, or stockholders owning in the aggregate more than five (5) percent of the stock of the applicant's corporation is disqualified from obtaining a license for any reason other than citizenship and residence within the City of Galena.

e. The applicant is of good character and reputation in the community.

f. The applicant has never been convicted of a felony under any Federal or State law.

g. The applicant has never been convicted of being a keeper or is keeping a house of ill fame.

h. The applicant has never been convicted of pandering, other crimes, or misdemeanors opposed to decency or morality.

i. The applicant has never had a Liquor License revoked for any cause.

j. The applicant (or manager in the case of a corporation) has never been refused a liquor license by any liquor control authority.

k. The applicant has never been convicted of any Federal or State law concerning manufacture, possession, or sale of alcoholic liquor; nor has the applicant ever forfeited bond to appear in court to answer charges for a violation of such Federal or State law.

l. The applicant is eligible for a State Retail Liquor Dealer's License.

m. The applicant is neither a Galena law enforcing public official nor does the Mayor or any member of the City Council of the City of Galena have any interest either directly or indirectly in the applicant business. The applicant notes by his/her signature below that he/she has read and understands Chapter 111 (a copy can be obtained from the City Clerk or be viewed at www.cityofgalena.org). Further, it should be noted that there must be enough employees and supervision of personnel involved with the sale of liquor to satisfy the requirements within Chapter 111 of the Galena City Code of Ordinances. Also, the applicant must recognize that the regulations of Chapter 11 that apply to the Licensee and Establishment also apply to any agents of the business involved with the sale of liquor.

Printed Name of Applicant: JUAN S DORANTES AYALA

Applicant's Signature Date

***First time applicants must pay a $75.00 fee for a background check**. Fingerprints must be provided by going to the Jo Daviess County Sheriff's Department to be processed. Background checks are completed by the State of Illinois Police. This process can take several weeks to complete. Once the results of the background checks are received from the State of Illinois Police, the Liquor License Application will be placed on the next available City Council agenda for approval/denial. All fees must be paid prior to being placed on the agenda.

The following attachments must be included with this application:

- ☐ Copy of Illinois Sales Tax Certificate
- ☐ Copy of State of Illinois Liquor License
- ☐ Scaled drawing of premises (New applicants or only if changes were made since last renewal)
- ☐ Copy of Corporate Charter (Corporation Only)
- ☐ Copy of Lease
- ☐ Certificate of Insurance

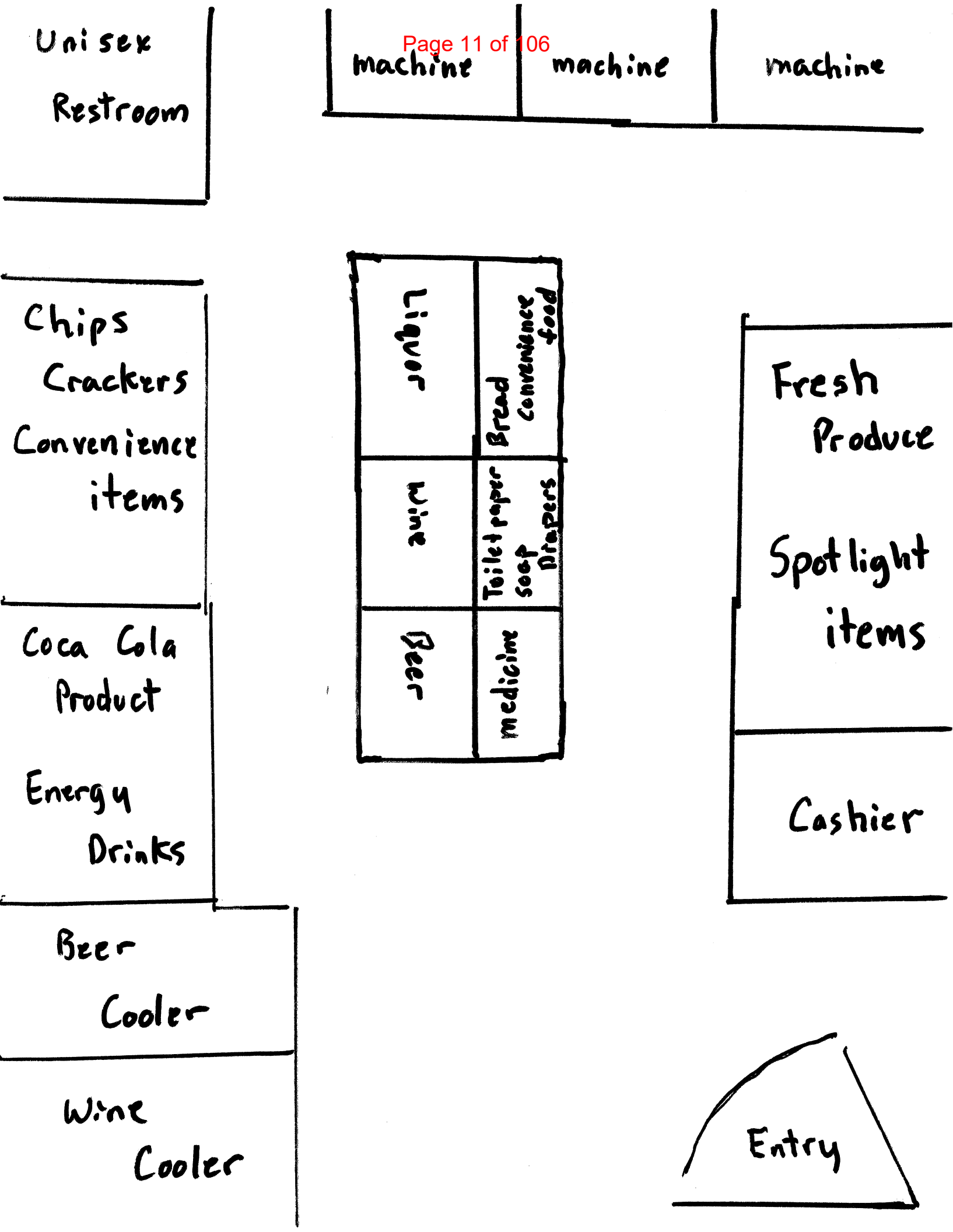
**NOTE: A copy of each individual's BASSET Certification License must be kept on premise at all times.**

# GALENA CONVENIENT LIQUOR STORE
# BUSINESS PLAN

**Purpose of Business**: There is a need for convenient access to life essentials and convenience items in downtown Galena primarily due to the dense weekend foot traffic and large number of Air BnB units downtown. The current Mexican grocery store at 245 N. Main Street offers items at prices that are not fair and reasonable to the consumer. The Galena Convenient Liquor Store intends to use a modest amount of wine, beer and liquor inventory combined with three gambling machines to supplement the income of the store to achieve the stated goal. It is unlikely that the volume of sales of the life essentials and convenience items will be sufficient to sustain the enterprise without these supplemental income activities.

**Commitment to the Community**: The window advertising and configuration of the store will emphasize the convenience store business. The beer, wine and liquor will not receive greater advertising and attention than the regular store items. The gambling machines will receive very little focus from a marketing perspective. The store will be configured to accentuate the convenience store items. Please see the attached store configuration to verify the intended emphasis of the store.

**Class A Liquor License Requirement**: While the store will be able to provide life essentials and convenience items at reasonable prices, the beer, wine and liquor will be sold at a higher margin. Generally, all alcohol will be sold in lower quantities than is typical at a large liquor store. Six packs of beer, 750 ml bottles of wine and fifths of liquor for a small and popular variety of brands will be sold at margins sufficient to make the store successful. The over all volume of liquor sales is likely to be modest.


Unisex Restroom
machine
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Chips Crackers Convenience items
Liquor
Wine
Beer
Bread Convenience food
Toilet paper soap Diapers
medicine
Fresh Produce
Spotlight items
Coca Cola Product
Energy Drinks
Cashier
Beer Cooler
Wine Cooler
Entry

**MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 14 SEPTEMBER 2020**

**20C-0351 – 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 14 September 2020.

**20C-0352 – ROLL CALL**

Upon roll call, the following members were present via Zoom teleconference: Allendorf, Bernstein, Hahn, Kieffer, McCoy, Westemeier, Renner

**20C-0353 – ESTABLISHMENT OF QUORUM**

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

**20C-0354 – PLEDGE OF ALLEGIANCE**

The Pledge was recited.

**20C-0355 - REPORTS OF STANDING COMMITTEE**

No reports.

**20C-0356 – CITIZENS COMMENTS**

None.

**CONSENT AGENDA CA20-17**

**20C-0357 – APPROVAL OF MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 24, 2020**

**20C-0358 – APPROVAL OF A REQUEST BY THE GALENA LIONS CLUB TO COLLECT DONATIONS FOR LIONS CLUB MINTS AT WASHINGTON PARK ON OCTOBER 3, 2020**

**20C-0359 – APPROVAL OF A REQUEST BY THE GALENA-JODAVIESS COUNTY HISTORICAL SOCIETY AND MUSEUM TO USE THE GRANT PARK PAVILION FOR THEATRICAL PERFORMANCES ON OCTOBER 3, 4, 10, 17, 18, 24, AND 25**

**Motion:** Bernstein moved, seconded by Hahn, to approve Consent Agenda, CA-17.

**Discussion**: None.

**Roll Call**: AYES: Bernstein, Hahn, Kieffer, McCoy, Westemeier, Allendorf, Renner
NAYS: None

The motion carried.

**NEW BUSINESS**

**20C-0361 – DISCUSSION AND POSSIBLE ACTION ON EXTENDING OUTDOOR SEATING PERMITS THROUGH OCTOBER 31, 2020**

**Motion**: Allendorf moved, seconded by Kieffer, to approve extending outdoor seating permits through October 31, 2020, 20C-0362.

**Discussion**: Council agreed it has worked out well. Renner noted some businesses are encroaching the fire lane which he feels should be addressed. Everyone should be moved back into the confines of the white painted lines

Allendorf recommended discussing plans for 2021 at a future meeting. Moran recommended waiting until early 2021 to see how the larger situation plays out. He recommended holding a public hearing at that time for input from the community.

**Roll Call**: AYES: Hahn, Kieffer, McCoy, Westemeier, Allendorf, Bernstein, Renner
NAYS: None

The motion carried.

**20C-0362 – FIRST READING OF THE SMALL WIRELESS FACILITIES DEPLOYMENT ORDINANCE AND MASTER POLE AGREEMENT**

**Motion**: Westemeier moved, seconded by Kieffer, to approve the first reading of the Small Wireless Facilities Deployment Ordinance and Master Pole Agreement.

**Discussion**: None.

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

The motion carried.

**20C-0363 – FIRST READING OF AN ORDINANCE AMENDING CHAPTER 151 OF THE GALENA CODE OF ORDINANCES, "HISTORIC PRESERVATION", TO REFERENCE THE CURRENT HISTORIC DISTRICT BOUNDARY MAP**

**Motion:** Allendorf moved, seconded by Bernstein, to approve the first reading and waive the second reading of an Ordinance amending Chapter 152 of the Galena Code of Ordinances, "Historic Preservation", to reference the current Historic District Boundary Map.

**Discussion**: None.

**Roll Call**: AYES: McCoy, Westemeier, Allendorf, Bernstein, Hahn, Kieffer, Renner
NAYS: None

The motion carried.

**20C-0364 – DISCUSSION AND APPROVAL OF IEPA LOAN 17-1946 DISBURSEMENT REQUEST #2 IN THE AMOUNT OF $324,104.67, INCLUDING CONSTRUCTION AND CONSTRUCTION OBSERVATION**

**Motion:** Kieffer moved, seconded by McCoy, to approve IEPA Loan 17-1946 disbursement request #2 in the amount of $324,104.67, including construction and construction observation.

**Discussion**: None.

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

The motion carried.

**20C-0365 – DISCUSSION AND POSSIBLE ACTION ON RENEWAL OF EMPLOYEE HEALTH, DENTAL, LIFE, DISABILITY AND VISION INSURANCE POLICIES AND HEALTH SAVINGS ACCOUNT DISTRIBUTIONS**

**Motion:** Hahn moved, seconded by Bernstein, to approve renewal of employee health, dental, life, disability and vision insurance policies and health savings account distributions, 20C-0365.

**Discussion**: Moran advised the health insurance will be with Blue Cross Blue Shield. The Dental will be through Met Life. Life and short-term disability will be with Argus.

**Roll Call**: AYES: Hahn, Kieffer, Westemeier, Allendorf, Bernstein, Renner
NAYS: McCoy

The motion carried.

**20C-0366 – WARRANTS**

**Motion:** McCoy moved, seconded by Kieffer, to approve the Warrants as presented, 20C-0366.

**Discussion**: None.

**Roll Call**: AYES: Kieffer Bernstein, Hahn, McCoy, Westemeier, Allendorf, Renner
NAYS: None

The motion carried.

**20C-0367 – ALDERPERSONS' COMMENTS**

**Revenue Reports** – Allendorf stated after reading revenue reports, it is disappointing where we are from June. Other communities had their best month ever in June. He was disappointed to see this with the foot traffic. He noted some businesses are doing well. He likes the outdoor seating and hopes the city can make it happen in 2021 and remedy the parking situation making it more appealing.

**Congratulations** – Bernstein congratulated Matt Oldenburg on completing his master's degree.

**Thank you** – Bernstein thanked Janelle, Mary Beth and Shirley for stepping up to the plate and taking over Deb's responsibilities as she moves on to new challenges. It is great to see staff being proactive and receptive to change.

**Masks** – Bernstein voiced concern with masks. She advised whenever you go you see people wearing their mask only covering their mouth and not their nose. This is ridiculous and counter-productive. She suggested, if the opportunity arises, whether in a press release or new signage we might want to stress the fact to cover the nose and mouth with your mask.

**Amusement Tax/Food and Beverage Tax** – Westemeier questioned if there was a way to check on the Amusement Tax and Food and Beverage Tax or if it was just an honor system.

**Washington Street Lot** – Westemeier stated he is glad to see the possible bids for the Washington Street Parking Lot.

**Masks** – Westemeier stated whenever he goes downtown, he sees more people wearing masks than ever before.

**Halloween** – Kieffer stated he hopes we are able to do something for the kids. This is a night they look forward to every year. It would be great if we could go ahead with trick-or-treating.

**Dewey Avenue Houses** – Kieffer questioned what the status is of the houses on Dewey Avenue. They are in really bad shape.

**20C-0368 – CITY ADMINISTRATOR'S COMMENTS**

**Amusement Tax** – Moran advised the Amusement Tax and Food and Beverage Tax are self-reported taxes. They submit a paper form with a signature at the bottom. They are asked to report honestly.

**Halloween** – The Illinois Municipal League has asked the State of Illinois for guidance on this issue. An item will be added to the next agenda.

**Dewey Houses** – Staff has been working on them for many years. There are judgements against them in the courts that are in process. Staff met with the family and owner in order to move forward. We are planning to go back into the court and ask for fines to accrue on a daily basis with the hopes of bringing action.

**Marijuana License** – The State has announced those who received licenses. The applicants in Galena were not successful in obtaining licenses. They will have to wait until December of January for the next round. An item will be added to the next agenda to lift the moratorium.

**Audit** – The audit for the last fiscal year is complete. A presentation will be made at the next meeting.

**20C-0369 – MAYOR'S REPORT**

Mayor Renner agreed with all comments made. We have good businesspeople, good staff and good workers. We will keep plugging away to do the best we can.

**20C-0370 – MOTION FOR EXECUTIVE SESSION**

**Motion**: Allendorf moved, seconded by Westemeier, to recess to Executive Session to discuss the following:

- Collective Negotiating matters and deliberations concerning salary schedules, Section 2 (c) (2)
- Pending, probable or imminent litigation, Section 2 (c) (11)

**Discussion**: None.

**Roll Call**: AYES: Hahn, Kieffer, McCoy, Westemeier, Allendorf, Bernstein, Renner
NAYS: None

The motion carried.

The meeting recessed 6:49 p.m.

The meeting reconvened at 7:28 p.m.

**20C-0371 – ADJOURNMENT**

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

**Discussion**: None.

**Roll Call**: AYES: Westemeier, Allendorf, Bernstein, Hahn, Kieffer, McCoy, Renner

NAYS: None

The motion carried.

The meeting adjourned at 7:28 p.m.

Respectfully submitted,

Mary Beth Hyde
City Clerk

# City of Galena, Illinois

Budget Amendment No. 21-06

*Fiscal Year 2020-21*

| Item No. | Line Item Title | Line Item No. | Beginning Balance | Increase | Decrease | Ending Balance |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | Contingencies | 52.43.929.00 | $ 15,000 | $ 3,300 | | $ 18,300 |
| | | | | | | |
| 2 | Employee Health Insurance | 01.13.451.00 | $ 365,000 | $ 3,790 | | $ 368,790 |
| | | | | | | |
| 3 | Misc. Revenue (Police) | 01.389.2 | | $ 17,625 | | $ 17,625 |
| | | | | | | |
| 4 | Misc. Grant Expense (Police) | 01.21.830.04 | $ - | $ 17,625 | | $ 17,625 |

## Justification:

| Item No. | Description |
|---|---|
| 1 | The specialized UV disinfection system at the wastewater treatment plant is experiencing issues that require inspection from the manufacturer. The proposed budget amendment for $3,300 would cover the cost of travel, inspection and training for our staff to perform maintenance. There is a possibility of additional costs for replacement parts. |
| 2 | At the September 14 council meeting, the council approved the renewal of employee health insurance policies. The projected premium expenses for the year exceed the budget by $3,790. The proposed amendment would increase the health premium line item in the General Fund to cover the cost. |
| 3 | The Police Department proposes to purchase several types of protective equipment not presently available for the officers. The equipment includes, ballistic helmets with face shields, ballistic plates for added torso protection, ballistic handheld shields for each vehicle, and lightweight protective handheld shields for each officer. Grants from Walmart, Casey's General Stores, and a local donor will cover the total cost of $17,625.10. The proposed budget amendment adds offsetting amounts of $17,625 to the Police revenue and expense budgets. |

## Effect of Budget Amendment on Budget:

| Fund | Approved Budget | Budget After Previous Amendments | Budget After Proposed Amendment |
|---|---|---|---|
| General Fund Revenues | $ 2,974,070 | $ 2,974,070 | $ 2,991,695 |
| General Fund Expenses | $ 3,408,030 | $ 3,434,445 | $ 3,455,860 |
| **General Surplus/(Deficit)** | **$ (433,960)** | **$ (460,375)** | **$ (464,165)** |
| Other Fund Revenues | $ 5,837,135 | $ 5,912,465 | $ 5,912,465 |
| Other Fund Expenses | $ 6,078,170 | $ 6,122,420 | $ 6,125,720 |
| **Other Fund Surplus/(Deficit)** | **$ (241,035)** | **$ (209,955)** | **$ (213,255)** |
| **Total Budget Surplus/(Deficit)** | **$ (674,995)** | **$ (670,330)** | **$ (677,420)** |

Approved by City Council on _____

_____

Mark Moran
Budget Officer

# City of Galena, Illinois

*Summary of Budget Amendments*
*Fiscal Year 2020-2021*

| Date | Line Item Title | Line Item No. | Beginning Balance | Increase | Decrease | Ending Balance | Amendment Number | Reference Number[1] |
|---|---|---|---|---|---|---|---|---|
| 05-11-20 | Rebuild Illinois Grant | 15.389.2 | $ - | $ 75,330 | | $ 75,330 | BA21-01 | 1129 |
| 05-11-20 | Rebuild Illinois Projects | 15.41.850.01 | $ - | $ - | | $ - | BA21-01 | NA |
| 06-08-20 | Equipment Replacement (Sewer Fund) | 52.43.850.15 | $ - | $ 4,590 | | $ 4,590 | BA21-02 | 1290 |
| 06-08-20 | Equipment Replacement (Sewer Fund) | 52.43.850.15 | $ 4,590 | $ 2,000 | | $ 6,590 | BA21-02 | 1291 |
| 06-08-20 | SCADA (Water Fund) | 51.42.532.02 | $ 2,500.00 | $ 4,960 | | $ 7,460 | BA21-02 | 1292 |
| 07-27-20 | Computer Upgrade | 01.46.830.01 | $ - | $ 7,700 | | $ 7,700 | BA21-03 | 1295 |
| 07-27-20 | Equipment Replacement (Water) | 51.42.852.00 | $ - | $ 3,200 | | $ 3,200 | BA21-03 | 1296 |
| 08-10-20 | COVID Response | 01.11.552.01 | $ - | $ 18,715 | | $ 18,715 | BA21-04 | 1297 |
| 08-24-20 | Other Professional Services | 52.43.549.00 | $ 1,000.00 | $ 29,500 | | $ 30,500 | BA21-05 | |
| 09-28-20 | Contingencies | 52.43.929.00 | $15,000 | $ 3,300 | | $ 18,300 | BA21-06 | |
| 09-28-20 | Employee Health Insurance | 01.13.451.00 | $365,000 | $ 3,790 | | $ 368,790 | BA21-06 | |
| 09-28-20 | Misc. Revenue (Police) | 01.389.2 | | $ 17,625 | | $ 17,625 | BA21-06 | |
| 09-28-20 | Misc. Grant Expense (Police) | 01.21.830.04 | $ - | $ 17,625 | | $ 17,625 | BA21-06 | |

1 Reference Number confirms that the budget amendment has been updated to the General Ledger.

219 Summit St, Galena, IL 61036
779-214-0261
info@GalenaCenterForTheArts.com
www.GalenaCenterForTheArts.com

Sept. 14, 2020

Dear Mayor Renner and Galena City Council Members,

The Galena Center for the Arts will once again be having an outdoor exhibit, "Art That Stands Out in its Field……Scarecrows", which will be installed in the next two weeks, and remain up until November 1. This will be our third year for Scarecrows, and hope that it will become a tradition in Galena.

Community members of all ages and artists alike are invited to create Scarecrows, and deliver them to the Center for the Arts. We will install the majority of the Scarecrows in the field next to the Center, and near the entrances to the Center. We will also be installing some on private property around town.

We would like to have a few in downtown Galena, and request permission to put up a Scarecrow in Washington Park (in collaboration with the Chamber of Commerce), one in the green space by the stairs next to the parking lot by Galena Cellars, and one in the green space by City Hall. The figures will not be on concrete walkways, nor in any area where they would impede foot traffic.

The scarecrows will be reviewed for appropriateness and should one be found to be offensive, controversial, or political, the creator will be asked to either change its message or remove the display. The exhibit will be completely removed on Nov. 1

This is a great family and friends project, and all ages are welcome to participate. It will be one more way that Galena will be unique and art-filled in a happy welcoming and safe way for the tourists who visit us.

We appreciate your interest in and support of the arts in Galena.
Thank you for considering this project.

Sincerely,
Carole Sullivan
Executive Director/Galena Center for the Arts

# Scarecrows!

## Art that stands out in its field

## Watch for the Scarecrows

**They will be popping up at the Center and around town.**

**Email or call Patricia to get more information to join in the fun!**

**gallerymanager@galenacenterforthearts.com**

**or leave a message at 779-214-0261.**

**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Janelle Keeffer, Facilities Manager *Janelle*

DATE: September 24, 2020

RE: Sand Filter Maintenance | Alice T. Virtue Memorial Pool

At the end of our last open season in 2019, we noticed traces of sand in the various pool areas—slide tank, kiddie pool, and side of main pool. This could be an indication of a lateral in our sand filtration tanks that needs repair or other issues that need to be addressed. During the fall 2019 season, I discussed this issue with our pool consultants and budgeted for the repair in the fiscal 2020-21 budget.

This summer, our public works team and I have continued to research vendors who might help us with this project. We met with each of the respondents, explained the issues, and requested their advisement on how to resolve. We will not fully know what repair is needed until we empty the sand filter and inspect it.

Following are the two estimates received. Although the estimates are similar, the approach each vendor would take in inspection and repair is slightly different. For that reason, I would like to request City Council approve awarding this project to Spear Corporation for $11,235, a company who has been doing several recent projects at the pool, with whom we have an established relationship.

**Table 1: Sand Filtration Inspection and Sand Replacement Estimates**

| CONTRACTOR | SCOPE OF WORK | ESTIMATE |
|---|---|---|
| **Ricchio Inc.**<br>**General Contractor** | Remove and replace the filter sand and review the laterals for damage.<br>Estimated to take their crew of three men one day + travel expenses $2,850<br>To empty and inspect both filters $5,700<br>To add new sand an additional $1,700<br>Cost of new laterals—if needed—is not included in this estimate. | **$10,250** |
| **Spear Corporation** | Chemicals, Filter Sand 50# Bag, qty 200 x $15.85 = $3,170<br>Labor 20 x $115 $2,300<br>Travel & Lodging $200<br>Trip Charge Zone 7 $485<br>Filter Pts, Manway Gasket 12x16: 2 x $40 $80<br>Sand Removal On-site Disposal $5,000<br>Laterals will only be replaced on an as-needed basis and will be billed separately. Budget approximately $30 per lateral if needed. | **$11,235** |

Thank you.

**For your consideration -Sept 28th 2020 City Council Meeting**

Dear Galena City Council and Mayor Renner,

The Galena Area Chamber of Commerce is requesting a special permit to sell 2020 Galena Area Chamber of Commerce Halloween Posters on Saturdays in October on Main street Galena near our chamber office.

As we have not been able to do our usual fundraising events this year due to Covid-19, our budget is suffering the consequences and we would appreciate the opportunity to be able to sell our posters this October to make up some of the difference. We are selling posters in some locations around town, however, we feel we could sell all of them if we were able to sell them on Main Street.

The posters would be sold on a table out of the way of traffic and would be staffed by at least 2 of our chamber members and/or ambassadors. The sales table would be open 4 hours each Saturday in October and would not go past 8 p.m. If all of the posters have been sold earlier than October 31st, we would not need to continue each weekend in October.

We appreciate your consideration in this matter.

Sincerely,

The Galena Area Chamber of Commerce

# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*


## Memorandum

TO: Honorable Mayor Renner, City Council & Mark Moran

FROM: Jonathan Miller, Building Official

DATE: September 22, 2020

RE: 2020 Back-Flow Prevention Device (BFPD) Inspection Bids

The Illinois EPA requires the City of Galena to oversee a Cross-Connection Control Device (CCCD) inspection program. The program's purpose is to protect the public water supply system from contamination or pollution by isolating contaminants or pollutants from the customer's water system. To comply with the regulations of the Illinois EPA, all back-flow systems in Galena must be tested annually by an Illinois State licensed plumber who is also a Certified Cross-Connection Control Device Inspector (CCCCDI). The inspection of these devices includes physical testing to assure satisfactory operation. The City of Galena currently inspects approximately 130-140 backflow devices annually at a fee of $100 to the property owner.

On August 12, 2020, letters were sent out to qualified Illinois Licensed Plumbing Contractors with a Cross-Connection Control Device Inspection Certification. We requested sealed bids for the upcoming BFPD Inspections. On September 22, 2020 at 10:00 a.m., a public bid opening was conducted at City Hall with three (3) companies responding as follows:

| | Cost/Device |
|---|---|
| Geostar Mechanical | $39.50 |
| Nelson-Carlson Mechanical Contr. | $55.00 |
| Mechanical, Inc | $70.00 |

Based on the bids received, I recommend that Geostar Mechanical be contracted at $39.50/device to conduct our BFPD inspections for the 2020 inspection year. Geostar Mechanical conducted the inspection program in 2018-2019, and after testing was completed, provided the proper documentation as required by the Illinois Dept. of Public Health.

# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*


**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 22, 2020

RE: Fire Department Floor Resurfacing

I am writing to present a contract for installing a new polyurea polyaspartic (epoxy-like) flooring system in all the Fire Department bays. The concrete floor in the building has been clear coated over the decades but needs both structural repair and coating.

Bids were received from three firms to complete the work. The bid results are shown in Table 1 below.

Table 1. Fire Department Floor Resurfacing Bids

| Company | Location | Warranty | Cost |
|---|---|---|---|
| Bulletproof Concrete Coatings | Winslow, IL | 5-Year | $19,826.00 |
| Schueller Hard Surface Restoration | Dubuque, IA | 5-Year | $28,896.42 |
| TSR Concrete Coatings | Lena, IL | 5-year | $62,909.00 |

The Fire Department recommends you approve the contract with Bulletproof Concrete Coatings for $19,826.00. The project would include repairing all cracks, priming, applying an acrylic flake surface, and applying a final sealer. The expense would be drawn from line item 22.22.844.04 “Building Improvements” and 22.22.840.00 “New Equipment”.

Please feel free to contact me with any questions. Thank you.

# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*


## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 18, 2020

RE: Stray Dog Pick-up Contract

Each year the city contracts with the Jo Daviess County Animal Control Department for stray dog pick-up services within the city limits. Captured dogs are taken to the kennel of either Safe Haven in Elizabeth or the Dubuque Humane Society. The owner must pay the facility to claim their impounded animal.

Some stray dogs are collected by our Police Department, detained by the city, and claimed by the owner before Animal Control transfers the animal to the Dubuque kennel. The city incurs costs in these instances, including kennel maintenance, food, and personnel to capture and monitor the animal. The city charges a $50 fee when an owner claims a dog that has been detained by the City for running at large.

The proposed agreement with Jo Daviess County Animal Control is the same as last year. The City would pay $900 annually for the services. Chief of Police, Lori Huntington, considers the services essential to the City and her department. Our current Police Department budget contains $900 for the full contract expense.

I recommend you authorize the execution of the contract for animal control services.

***CONTRACT FOR JO DAVIESS COUNTY ANIMAL CONTROL SERVICES***

***THIS AGREEMENT made the 1st day of December 2020***
***BETWEEN THE***
***JO DAVIESS COUNTY ANIMAL CONTROL DEPARTMENT***
***AND***
***THE MUNICIPALITY OF GALENA, ILLINOIS***

**Purpose: To provide the City of Galena, in Jo Daviess County, Illinois with the option of contracting with the Jo Daviess County Animal Control Department for stray dog pick-up services.**

**Mutual Responsibility of all Parties**

1. **To abide by the Jo Daviess County Animal Control Ordinance and the Illinois Animal Control Act as it pertains to stray dogs in order to effectuate Animal Control in Jo Daviess County.**

**Responsibility of the Jo Daviess County Animal Control**

1. **To provide stray dog pick-up from 8:00 a.m. to 3:00 p.m., Monday through Friday and to enforce the said Municipalities Leash Laws during normal Jo Daviess County Animal Control Business Hours**
2. **To provide routine patrols of municipalities to search for at large or stray dogs.**
3. **Monitor rabies vaccinations and dog registrations within the municipality.**
4. **To provide equipment and kennel necessary for Animal Control Services.**
5. **To take all dogs picked up in your municipality to a holding facility either Dubuque Regional Humane Society or Safe Haven Humane Society.**

**Responsibility of the Municipality**

1. **Request stray dog pick-up in Jo Daviess County through the Jo Daviess County Animal Control Office at (815) 776-0326 during the hours of 8:00 a.m. to 3:00 p.m. Monday through Friday.**
2. **To pay a fee due to the Jo Daviess County Animal Control Department of $900.00 yearly ($75.00 month) for services of this contract.**

**General Conditions**

1. **This agreement shall be in effect from *December 1, 2020 through November 30, 2021.***
2. **This contract may be terminated in part or whole on written notice of any of the three parties of its intention to do so, at least 30 days in advance of the end of any month.**
3. **Failure to comply with the conditions, agreements or terms of this contract may be interpreted as cause for immediate termination of this contract.**

**IN WITNESS WHEREOF, this agreement has been duly executed and signed by:**

**Attest By:** _____ **Date:** _____
**Board of Health, Chair**

**Attest By:** _____ **Date:** _____
**Mayor of Municipality**

**Important Notice for Jo Daviess County Municipalities**

**Due to the State of Iowa import regulations, the Dubuque Regional Humane Society is unable to accept animals from outside the State of Iowa, unless the animal has a current Certificate of Veterinary Inspection as well as proof of a current rabies vaccination for all domestic animals over 4 months of age. The regulation applies to animal control agencies, law enforcement agencies, stray animals that are found by citizens as well as citizens wishing to relinquish ownership of their domestic animals.**

**The Jo Daviess County Animal Control Department is contracted with a local vet office to have both the Certificate of Veterinary Inspection and Rabies Vaccination Certificate provided for any animal that they pick up as a stray.**

# CITY OF GALENA, ILLINOIS

*101 Green Street · P.O. Box 310 · Galena, Illinois 61036*

**MEMORANDUM**

TO: Mayor Renner, City Council & City Administrator

FROM: Matt Oldenburg, Zoning Administrator MATT

DATE: September 23, 2020

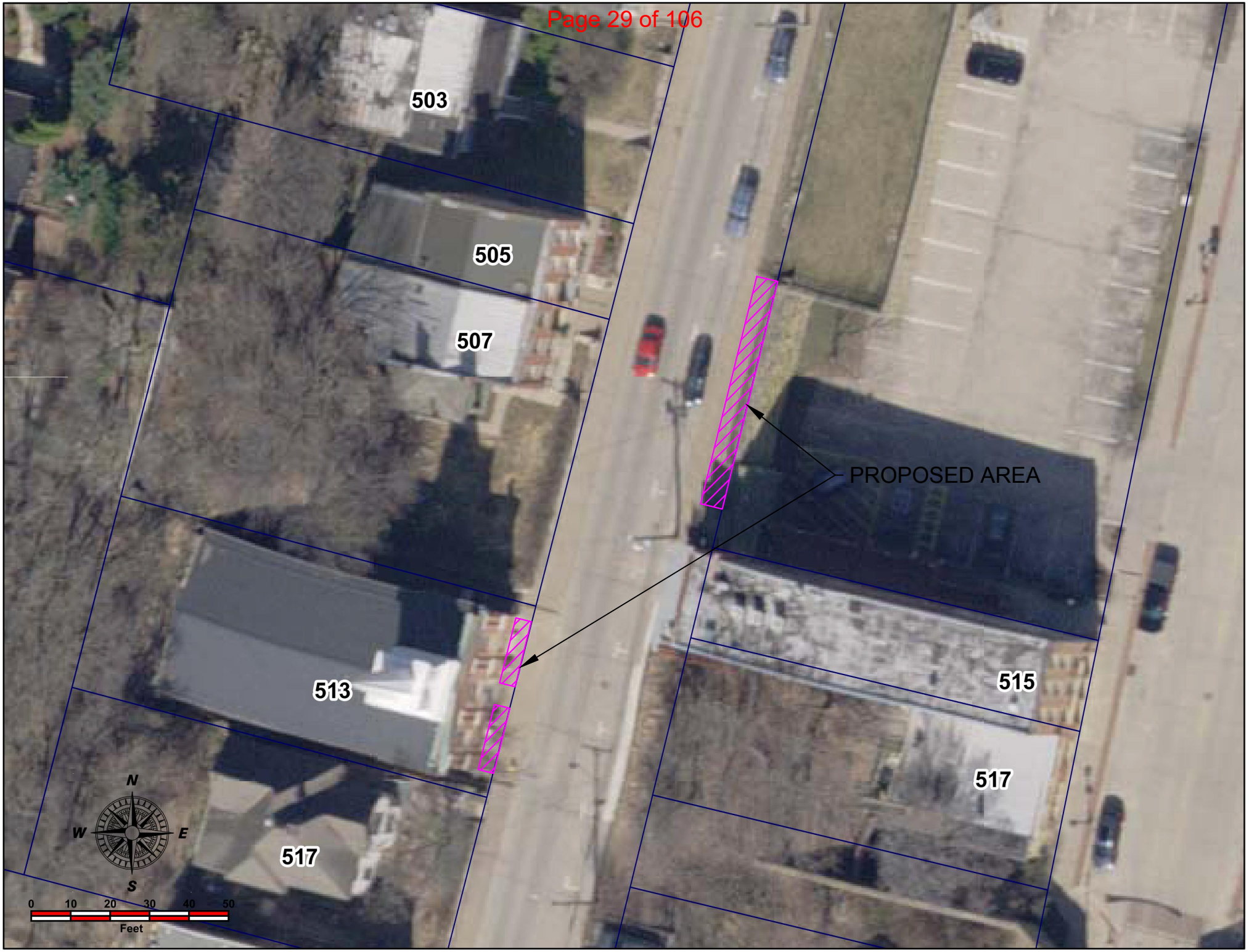
RE: South Bench Street – Open Space Use Request

Last week, Jonathan Miller and I met with Adam Mostert, a local pastor, at 513 S Bench (Westminster Presbyterian Church) to look at his request. He has a new congregation and is leasing space at the property for worship services.

He requests the use of the public space across the street, which is a widened sidewalk above the retaining wall in the winery lot. Adam would like to use this space during the time of Covid to provide opportunity for fellowship after services in an open-air environment, for safety, by adding some tables and chairs to the site.

They also request to place a couple of tables and chairs on either side of the entrance to the church on the sidewalk against the building, which is on the church property. Staff approves of this request.

Please see the attached photos and map of the site for your consideration to approve the request for use of the public space.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# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*


## MEMORANDUM

TO: Honorable Mayor Renner and City Council

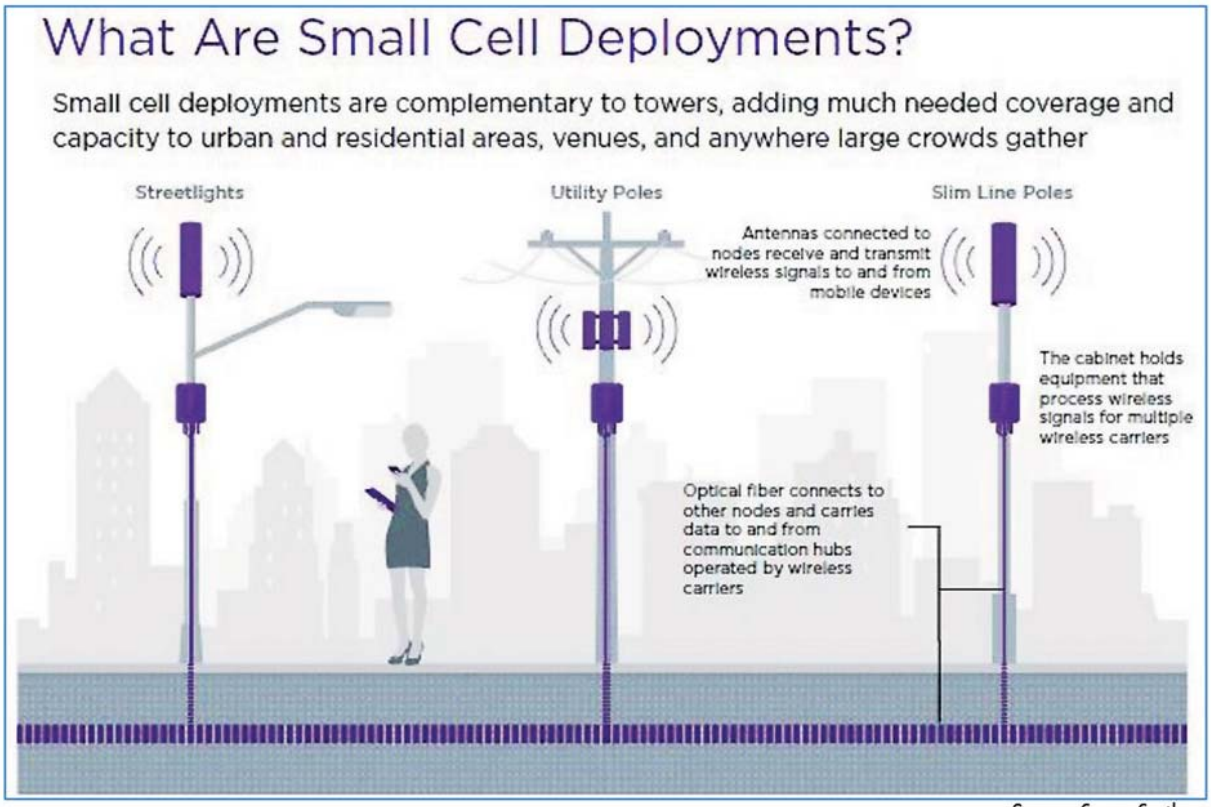
FROM: Mark Moran, City Administrator

DATE: September 9, 2020

RE: Small Cell Wireless Ordinance

Throughout the country, wireless carriers are building out "small cell" 5G networks to improve capacity and service to cellular customers, especially in high use areas like downtowns. Small cell technology involves mounting small antennas and radio equipment, usually on existing utility poles, and connecting the devices by fiber to the larger network. Galena, where the cellular network can be overloaded on days of heavy visitation, would benefit from small cell technology. The 5G service would be 100 times faster than the current 4G technology and would have the ability to handle many more devices simultaneously. A description of small cell technology is shown in Image 1 below.

Image 1. Small Cell Description




Source: Crown Castle

In 2018, Illinois adopted Public Act 100-0585, the Small Wireless Facilities Deployment Act. The act specifies how cities may regulate small cell wireless facilities. After the act was adopted, the Illinois Municipal League developed a model regulatory ordinance for cities based on the act. Our staff has reviewed the model ordinance and adapted it to the City of Galena. I am attaching the ordinance for your consideration.

The ordinance creates a process for cellular carriers to apply for approval of small cell installations (small wireless facilities) in Galena. The ordinance also sets standards for construction and establishes fees and rates. Some of the key provisions are as follows:

- Defines that small wireless facilities are permitted uses when in the right of way
- Allows for the combination of up to 25 small wireless facilities in one application
- Explains that the City must approve or deny an application within 90 days if the facility is collocated on an existing pole or within 120 days if the facility is located on a new pole
- Explains that the City can deny an application if it does not comply with the ordinance
- Requires installations to comply with City design standards and the historic preservation ordinance
- Requires a Master Pole Agreement between the City and the carrier for each approved application
- Specifies that permits for small wireless facilities shall not be for less than five years
- Establishes an application fee $650 plus $350 for each small cell facility collocated and $1,000 for each facility on a new pole
- Creates an annual recurring rate of $200 per small wireless facility
- Sets an insurance requirement for the carrier and requires the City to be named as additionally insured

I am also attaching the proposed Master Pole Agreement that would be executed between the City and the carrier for any approved installation. The agreement should be approved with the ordinance.

Adopting the ordinance and agreement would prepare the City for working with a carrier to build a small cell network(s) in Galena. I recommend you adopt the ordinance and Master Pole Agreement.

Please feel free to contact me with any questions. Thank you.

**ORDINANCE NO. _____**

**SMALL WIRELESS FACILITIES DEPLOYMENT ORDINANCE**

**AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES**

---

**WHEREAS,** the Illinois General Assembly has enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which became effective June 1, 2018; and

**WHEREAS**, the City of Galena (the City) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS,** the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

**WHEREAS,** the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

**NOW, THEREFORE**, be it ordained by the corporate authorities of the City of Galena and incorporated into the Galena Code of Ordinances as follows:

**SMALL WIRELESS FACILITIES DEPLOYMENT**

**§ 97.60 Purpose and Scope.**

**(A) Purpose**. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a manner that is consistent with the Act.

**(B) Conflicts with Other Ordinances**. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

**(C) Conflicts with State and Federal Laws**. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

**§ 97.61 Definitions.**

For the purposes of this Ordinance, the following terms shall have the following meanings:

**Antenna** – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

**Applicable codes** – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

**Applicant** – any person who submits an application and is a wireless provider.

**Application** – a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

**Collocate** or **collocation** – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

**Communications service** – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

**Communications service provider** – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

**FCC** – the Federal Communications Commission of the United States.

**Fee** – a one-time charge.

**Historic district** or **historic landmark** – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

**Law** – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

**Micro wireless facility** – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

**Municipal utility pole** – a utility pole owned or operated by the City in public rights-of-way.

**Permit** – a written authorization required by the City to perform an action or initiate, continue, or complete a project.

**Person** – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

**Public safety agency** – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

**Rate** – a recurring charge.

**Right-of-way** – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

**Small wireless facility** – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**Utility pole** – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

**Wireless facility** – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

**Wireless infrastructure provider** – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

**Wireless provider** – a wireless infrastructure provider or a wireless services provider.

**Wireless services** – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

**Wireless services provider** – a person who provides wireless services.

**Wireless support structure** – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

**§ 97.62 Regulation of Small Wireless Facilities.**

(A) Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(B) Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

(1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

(a) Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

(b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

(c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

(d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

(e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

(f) Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

(g) In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide

legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The City shall process applications as follows:

(a) The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

(b) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

(c) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

(d) The City shall deny an application which does not meet the requirements of this Ordinance.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the

requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

(e) Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

(3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

(4) Tolling. The time period for applications may be further tolled by:

(a) An express written agreement by both the applicant and the City; or

(b) A local, State or federal disaster declaration or similar emergency that causes the delay.

(5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

(6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

(7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

**§ 97.63 Collocation Requirements and Conditions.**

(A) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.

(B) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

(C) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

(D) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

(E) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

(F) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district. Additionally, all wireless facilities subject to this section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities.

(G) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocation small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

(H) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

(I) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in writing with the City Engineer in conformance with procedures, terms and conditions set forth in §98.21 of the Galena, Illinois Code of Ordinances.

(J) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

(K) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other

process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

(L) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

(M) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

**§ 97.64 Application Fees.**

Application fees are imposed as follows:

(A) Applicant shall pay an application fee of $650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and $350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

(B) Applicant shall pay an application fee of $1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

(C) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.

(D) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
    (1) routine maintenance;
    (2) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
    (3) the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(4) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

**§ 97.65 Exceptions to Applicability.**

Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

(A) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;

(B) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

(C) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

**§ 97.66 Pre-Existing Agreements.**

(A) Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after the effective date of this ordinance, shall comply with this Ordinance.

(B) A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and

terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

**§ 97.67 Annual Recurring Rate.**

(A) A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) $200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

(B) If the City has not billed the wireless provider actual and direct costs, the fee shall be $200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

**§ 97.68 Abandonment.**

(A) A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

(B) The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

(C) A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

**§ 97.69. Dispute Resolution.**

The Circuit Court of Jo Daviess County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than $200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

**§ 97.70. Indemnification.**

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

**§ 97.71. Insurance.**

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

(A) property insurance for its property's replacement cost against all risks;

(B) workers' compensation insurance, as required by law; OR

(C) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage. The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility. A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

**§ 97.72 Severability.**

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

**Effective Date.**

This Ordinance shall be in full force and effect on upon adoption by majority vote of the City Council.

PASSED THIS _____ day of _____, 2020.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS _____ day of _____, 2020.

_____

Mayor Terry Renner

ATTEST:

_____

City Clerk, Mary Beth Hyde

# MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this _____day of _____, 20__, between the City of Galena, Illinois with its principal offices located at 101 Green Street, Galena, Illinois 61036, hereinafter designated LICENSOR and _____, with its principal offices at _____, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

## WITNESSETH

**WHEREAS**, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

**WHEREAS**, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

**WHEREAS**, LINCENSOR and LICENSOR acknowledge that any term used in this Agreement that is defined in Section 97.61 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. _____, as now or hereafter amended) shall have the meaning provided therein; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

**WHEREAS**, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

**WHEREAS,** the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq*. and Federal Communication Commission Regulations; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

**WHEREAS**, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.

2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:

   a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

   b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

   c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

   d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

   e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

   f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.

   g) The application fee due.

3) APPLICATION FEES. Application fees are subject to the following requirements:

   a) LICENSEE shall pay an application fee of $650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and $350 for each small

wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

b) LICENSEE shall pay an application fee of $1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.

d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
   i) routine maintenance; or
   ii) the replacement of wireless facilities with wireless facilities that are substantially similar, including color, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
   iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) <u>REQUIREMENTS</u>.

a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.

c) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.

d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.

f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE.

g) LICENSEE shall comply with all the terms and conditions of LICENSOR's Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, in regard to construction of utility facilities.

h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

i) LICENSEE shall comply with LICENSOR's Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, concerning the location of ground-mounted equipment located in the right-of-way.

j) LICENSEE shall comply LICENSOR's Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any.

k) LICENSEE shall comply with LICENSOR's Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with LICENSOR's Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

m) LICENSEE shall comply with the LICENSOR's Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, that concern public safety.

n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection

with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

o) LICENSEE shall comply with recommendations from the Galena Historic Preservation Commission for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR. The wireless provider will comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are identified by the authority in an ordinance, written policy adopted by the governing board of authority, a comprehensive plan, or other written design plan that applies to other occupiers of the right-of-way including on a historic landmark or in a historic district subject to subsection (c) of Section 15 of the code except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4), as now or hereafter amended] adopted by LICENSOR, LICENSOR's comprehensive plan dated April, 2014, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Small Wireless Facilities Deployment Ordinance, as now or hereafter amended.

b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Small Wireless Facilities Deployment Ordinance, as now or hereafter amended.

c) LICENSOR shall approve an application unless the application does not meet the requirements of the Small Wireless Facilities Deployment Ordinance, as now or hereafter amended.

d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of the Small Wireless Facilities Deployment Ordinance, as now or hereafter amended, require that the utility pole or wireless support structure be

replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant with 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.

f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.

g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.

6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.

7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in the Small Wireless Facilities Deployment Ordinance, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.

8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of $200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

11) CONDITION OF PREMISES. Where the Premises incudes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.

13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in the Small Wireless Facilities Deployment Ordinance, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.

14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.

15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall

provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.

18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective

upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way, limits not less than $1,000,000.00 for bodily injury and property damage. LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in a commercial general liability policy.

20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular

business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
City of Galena, Illinois
Attn: City Engineer
101 Green Street
Galena, IL 61036

Copy to:
City Attorney
101 Green Street
Galena, IL 61036

LICENSEE:

Name
Company
Address
City, State Zip

Copy to:
Name
Company
Address
City, State Zip

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.

26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of $10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.

29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall

have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

**The CITY OF GALENA, ILLINOIS, an Illinois Municipal Corporation**

BY:

Name: _____

Title: _____

Date:_____

**LICENSEE:**

BY:

Name: _____

Title: _____

Date:_____

**EXHIBIT "A"**

**LICENSE SUPPLEMENT**

This License Supplement (Supplement), is made this ____ day of _____, _____, between **City of Galena, Illinois**, whose principal place of business is 101 Green Street, Galena, Illinois (LICENSOR), and _____, whose principal place of business is _____ (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City of Galena and _____, dated _____ ____, 20___, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term**. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be $200.00 per year, payable to LICENSOR at 101 Green Street, Galena, Illinois 61036. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. **Site Specific Terms.** (Include any site-specific terms)

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

**LICENSOR**

**CITY OF GALENA, ILLINOIS, an Illinois Municipal Corporation**

BY:

Name: _____

Title: _____

Date: _____

**LICENSEE**

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1

**Premises**

(see attached site plans)

# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*


**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 22, 2020

RE: Trick-or-Treat

Each year, the city council sets the date and time for Halloween trick-or-treating. This year, the council is faced with the decision of whether or not to permit trick-or-treating during the pandemic.

The Illinois Municipal League has asked the Governor's Office to clarify what restrictions may impact trick-or-treating and other Halloween related events. Specifically, guidance has been requested to assist local officials as they determine what door-to-door or group activities will be allowed during the current COVID-19 restrictions and executive orders. As of today, the requested guidance has not been issued by the Governor's Office. I will be sure to forward you any guidance received from the State of Illinois in the coming days or weeks.

On September 21, the Center for Disease Control (CDC) advised against traditional trick-or-treating this year. They published a list of Halloween guidelines that is broken down by level of risk. The agency classified door-to-door trick-or-treating and trunk-or-treating "where treats are handed out from trunks of cars lined up in parking lots" as high-risk activities. The CDC guidance is included on the following pages.

Halloween this year falls on a Saturday. Typically, trick-or-treating in Galena is held on October 31 if it falls on a weekday or a Sunday. In a normal year, the event would not be scheduled on a Saturday because of the conflict with the Halloween Parade. Of course, the parade has been cancelled this year. Trick-or-treat hours are typically 5:30-7:30 p.m.

# Center for Disease Control and Prevention (from cdc.gov. September 22, 2020)

# Fall holiday celebrations

Rosh Hashanah, Yom Kippur, Halloween, Día de Los Muertos, Navratri, Diwali, and Thanksgiving will likely need to be different this fall to prevent the spread of the virus that causes COVID-19. Avoid activities that are higher risk for spread. Consider fun alternatives that pose lower risk of spreading the virus that causes COVID-19.

## Halloween

Many traditional Halloween activities can be high-risk for spreading viruses. There are several safer, alternative ways to participate in Halloween. If you may have COVID-19 or you may have been exposed to someone with COVID-19, you should not participate in in-person Halloween festivities and should not give out candy to trick-or-treaters.

**Lower risk activities**

These lower risk activities can be safe alternatives:

- Carving or decorating pumpkins with members of your household and displaying them
- Carving or decorating pumpkins outside, at a safe distance, with neighbors or friends
- Decorating your house, apartment, or living space
- Doing a Halloween scavenger hunt where children are given lists of Halloween-themed things to look for while they walk outdoors from house to house admiring Halloween decorations at a distance
- Having a virtual Halloween costume contest
- Having a Halloween movie night with people you live with
- Having a scavenger hunt-style trick-or-treat search with your household members in or around your home rather than going house to house

**Moderate risk activities**

- Participating in one-way trick-or-treating where individually wrapped goodie bags are lined up for families to grab and go while continuing to social distance (such as at the end of a driveway or at the edge of a yard)
    - If you are preparing goodie bags, wash your hands with soap and water for at least 20 second before and after preparing the bags.
- Having a small group, outdoor, open-air costume parade where people are distanced more than 6 feet apart

- Attending a costume party held outdoors where protective masks are used and people can remain more than 6 feet apart
    - A costume mask (such as for Halloween) is not a substitute for a cloth mask. A costume mask should not be used unless it is made of two or more layers of breathable fabric that covers the mouth and nose and doesn't leave gaps around the face.
    - Do not wear a costume mask over a protective cloth mask because it can be dangerous if the costume mask makes it hard to breathe. Instead, consider using a Halloween-themed cloth mask.
- Going to an open-air, one-way, walk-through haunted forest where appropriate mask use is enforced, and people can remain more than 6 feet apart
    - If screaming will likely occur, greater distancing is advised. The greater the distance, the lower the risk of spreading a respiratory virus.
- Visiting pumpkin patches or orchards where people use hand sanitizer before touching pumpkins or picking apples, wearing masks is encouraged or enforced, and people are able to maintain social distancing
- Having an outdoor Halloween movie night with local family friends with people spaced at least 6 feet apart
    - If screaming will likely occur, greater distancing is advised. The greater the distance, the lower the risk of spreading a respiratory virus.
    - Lower your risk by following CDC's recommendations on hosting gatherings or cook-outs.

**Higher risk activities**

Avoid these higher risk activities to help prevent the spread of the virus that causes COVID-19:

- Participating in traditional trick-or-treating where treats are handed to children who go door to door
- Having trunk-or-treat where treats are handed out from trunks of cars lined up in large parking lots
- Attending crowded costume parties held indoors
- Going to an indoor haunted house where people may be crowded together and screaming
- Going on hayrides or tractor rides with people who are not in your household
- Using alcohol or drugs, which can cloud judgement and increase risky behaviors
- Traveling to a rural fall festival that is not in your community if you live in an area with community spread of COVID-19

# 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

DATE: 23 September 2020

RE: West Side Utility System Improvements

We were recently informed by the Illinois EPA the Project Development Report by IIW Engineers for a low interest loan with 50% forgiveness for this project has been approved. This project will eliminate the well #5 water tower at Franklin Street and Highway 20 and also include other improvements to the water system in the west pressure zone to ensure minimum water pressure and flow can be maintained. A complete description of the project is included in the attached agreement.

We are now in a position to move forward with the engineering design as detailed in the agreement with IIW Engineers, which also includes fees for bidding assistance, construction administration and observation. Total engineering cost for these items will be $214,900. Estimated project cost including construction, engineering services and contingency is $1,241,868. This amount will be entirely covered by the IEPA low interest loan (payable over 20 years) as detailed in the attached Project Summary and Notice of Intent. The proposed monthly user charge to repay the loan will be an increase of 29 cents per 1000 gallons, which equates to a monthly debt fee of roughly $1.92 to each user account. We plan to bid this project early in 2021 with a proposed construction date in spring of that year.

I recommend the city council approves the agreement with IIW Engineers to complete engineering services for a not to exceed sum of $214,900. The city administrator will complete budget amendment for this item. Marc Ruden from IIW Engineers will attend the Zoom council meeting in case you have any questions for him.

**AGREEMENT FOR ENGINEERING SERVICES**
**BETWEEN THE**
**CITY OF GALENA, ILLINOIS**
**AND**
**IIW, P.C.**
**FOR**
**WEST SIDE UTILITY SYSTEM IMPROVEMENTS**
**WATER STORAGE AND ASSOCIATED WATER DISTRIBUTION**

**(IIW PROJECT NO. 20142)**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the City of Galena, Illinois, hereinafter referred to as the "Owner", and IIW, P.C., a professional corporation in Dubuque, Iowa, hereinafter referred to as the "Engineer".

WHEREAS, the Owner desires to complete design for improvements to the City's water storage and associated water distribution improvements. The project will include the adjustment of the pressure zone boundaries to address existing pressure issues and assist with hydraulic problems in the western portion of the City. The project includes the demolition of the existing Franklin Street Water Tower and Industrial Park Pumping Station. The project additionally includes the installation of approximately 3,600 lineal feet of 10-inch water main, the installation of 7 pressure reducing valve stations, and the abandonment of 5 existing pressure reducing valve stations. This agreement assumes that the proposed project will be bid in two separate contracts; one contract for the demolition of the Franklin Street Water Tower and one contract for the proposed water main extensions and pressure reducing valve stations construction.

WHEREAS, the Owner desires to utilize of Public Water Supply Loan through the Illinois Environmental Protection Agency (EPA) Bureau of Water Infrastructure Finance Assistance Section with a forgivable loan, amount to be determined, for the construction of the proposed project.

WHEREAS, the Owner desires to engage the Engineer to provide engineering and survey services required for the project design including preparation of drawings, technical specifications, and administration and observation of project construction.

WHEREAS, the accomplishment of the hereinafter described work and services is authorized by execution of this agreement between the Owner and the Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

## PART I - SCOPE OF SERVICES

### SECTION A: PRELIMINARY DESIGN

The Engineer agrees to perform the following services during Preliminary Design:

**TASK 1 – Deliverable: Perform and complete topographic survey of the proposed water main extensions and proposed Pressure Reducing Valve (PRV) Station.**

1.1 Perform topographic survey of the proposed water main extensions and proposed PRV station locations.

1.2 Coordinate the proposed work with private and public utilities to determine their existing locations and the impacts of the proposed project on the utilities locations.

1.3 Determine the approximate extents of the existing rights-of-way in the areas of the proposed water main extensions and PRV station locations.

**TASK 2 – Deliverable: Permanent Easement Documents**

2.1 Prepare the necessary easement exhibits for the City to utilize to obtain permanent utility and temporary construction easements. A maximum of 2 (two) easements will be produced under this Contract (one for each property owner).

**TASK 3 – Deliverable: Preliminary plan layout for the proposed water main extensions and proposed PRV stations.**

3.1 Review applicable information and make design calculations, determinations, and judgements for the proposed water main extensions and PRV stations.

3.2 Prepare preliminary design and drawings showing the proposed water main extensions and PRV stations.

3.3 Prepare preliminary statement of Engineer's opinion of the probable construction cost for the proposed improvements upon the preliminary submittal to the City so that the costs associated with the project can be identified.

**TASK 4 – Deliverable: Initiate construction permitting process.**

4.1 Complete an Illinois Department of Transportation Utility Accommodation permit for the proposed water main extensions and PRV stations.

4.2 Complete an Illinois EPA Bureau of Water Construction Permit, Illinois EPA NPDES permit and submit to the Illinois EPA with appropriate justification and documentation for the water system improvements as the City provides concurrence with the planned improvements to expedite permit approval.

**TASK 5 – Deliverable: Preliminary Design Meetings**

5.1 Meet with City staff at Project Kickoff, 50% and 75% completion of the project to field questions and receive comments and suggestions.

**SECTION B: FINAL DESIGN**

The Engineer agrees to perform the following services during final design:

**TASK 6 – Deliverable: Final plans, specifications and main project final cost estimate for the proposed water main extensions and PRV stations.**

6.1 Incorporate comments and suggestions from the preliminary review meeting with City staff and prepare final drawings showing the proposed water main extensions and PRV stations.

6.2 Prepare technical specifications and bid schedule for the proposed water main extensions and PRV stations.

6.3 Prepare a final statement of Engineer's opinion of the construction cost for the project based upon the completed design. It should be noted that construction cost estimates are no more than estimates reflecting the Engineer's best judgment of construction costs at the time the estimate is made and that actual construction costs based upon the bids received will vary. The Owner should be aware that construction costs are subject to factors such as supply and demand, inflation and availability of labor which are beyond the control of the Engineer. The Engineer cannot, therefore, guarantee the accuracy of estimates of construction costs.

6.4 Attend meeting or conferences with the Owner as necessary or desirable, and at the project site or the office of the Owner to:

a. 95% design meeting
b. Review and discuss project details with the Owner
c. Review detailed drawings and specifications with the Owner

**SECTION C: BIDDING ASSISTANCE**

Two bidding plans and associated specifications for the aforementioned work will be provided. One contract (Contract A) will consist of the proposed water main extensions, PRV stations and individual home PRVs. The second contract (Contract B) will consist of the demolition of the existing water tower.

**TASK 7 – Deliverable: Assist the City through the bidding process, including answering questions from Contractors and assisting in assembling project addenda.**

7.1 Assist the Owner in obtaining construction bids by:

a. Answering questions from the Contractors and suppliers and issuing addenda as necessary to the City to distribute.
b. Attending bid openings.

**SECTION D: CONSTRUCTION ADMINISTRATION SERVICES**

When the project is ready for Construction the Engineer shall:

**TASK 8 – Deliverable: Construction meetings, submittals, project certification and construction drawings.**

8.1 Attend preconstruction meeting with Owner and Contractors. One meeting for each contract.

8.2 Consult with and advise the Owner and act as its representative as provided for in the construction contract general, supplemental and special conditions, as required. The extent and limitations of the duties, responsibilities and authority of the Engineer as assigned in the construction contract conditions shall not be modified without the

Engineer's written consent; all of the Owner's instructions to the Contractor(s) shall be issued through the Engineer who shall have authority to act on behalf of the Owner to the extent provided in the construction contract conditions except as otherwise provided in writing.

8.3 Review submittals, certifications, brochures, catalog data, and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

8.4 Issue all instructions of the Owner to the Contractor(s) and prepare routine change orders as required. The Engineer may, as the Owner's representative, require special inspection or testing of the work and shall act as initial interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto and shall render opinions on all claims of the Owner and the Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

8.5 Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may approve, in writing, final payment to each Contractor.

8.6 The Engineer will not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract.

8.7 Attend meetings or conferences with the Owner at the Engineer's office, the project site or the office of the Owner as required by the project or as desired by the Owner or Engineer.

8.8 Prepare for the Owner one set of reproducible construction record drawings for the buried pipe portion of the project, showing those significant changes made during the construction process based on observations, construction notes, inspection reports and other date furnished to the Engineer by the Contractor or the Resident Project Representative.

8.9 Provide interpretation of the drawings and specifications.

**SECTION E: FIELD SERVICES DURING CONSTRUCTION**

In accordance with construction progress, the Engineer shall provide a qualified Resident Project Representative (RPR), with assistants and other field staff, to periodically observe performance of the work of the Contractor and assist city staff in observing the work.

**TASK 9 – Deliverable: Construction staking, construction observation reports, and material testing reports.**

9.1 Provide construction staking for use by the Contractor. The staking will consist of placement of stakes, as determined necessary by the Engineer, to indicate the horizontal and vertical locations of the water distribution improvements including structures, water main and water main appurtenances.

9.2 The RPR shall be an employee of the Engineer and may be the project engineer (professional engineer III, Technician II, or a technician IV). The RPR would make periodic visits to the site as deemed necessary, as part of resident services during construction.

9.3 The RPR shall make on-site observations of the progress and quality of the various aspects of the work of the Contractor and field checks of materials and equipment. The purpose of the on-site observations shall be to endeavor to determine, in general, if such work is proceeding in accordance with the contract documents, to endeavor to provide further protection for the Owner against defects and deficiencies and to determine if the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the

Contractor(s). However, the Engineer/RPR shall not, during such visits or as a result of such observations of the work of the Contractor(s), supervise, direct or have control over such work nor shall the Engineer/RPR have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the contract documents.

9.4 Based on the on-site observations, the RPR shall endeavor to periodically inform the Owner's representative of the progress of the work.

9.5 During on-site observations and as part thereof, the RPR shall disapprove of or reject Contractor's work while it is in progress if RPR believes that such work will not produce a completed project that conforms generally to the contract documents or that will prejudice the integrity of the design concept of the project as reflected in the contract documents.

9.6 The RPR is Engineer's agent at the site and will act as directed by and under the supervision of the Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall, in general, be with the Engineer and Contractor keeping the Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the Owner with the knowledge of and under the direction of the Engineer.

9.7 The duties and responsibilities of the Resident Project Representative as applicable to this project shall be as follows:

a. Determine Contractor's progress relative to his schedule and the required completion date. Keep the Engineer advised of the project status.
b. Determine quantities of work completed, and inventory amount of materials stored on site for the purposes of periodic payments.
c. Attend meetings with Contractor, such as preconstruction conference, and job site conferences. Maintain a record of job-site meetings attended.
d. Serve as Engineer's liaison with the Contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operation affects the Owner's on-site operations.
e. Assist in obtaining additional details and information from the Owner at the job site for proper execution of the work, when required.
f. Examine submittals reviewed by Engineer. Receive samples that are furnished at the site by Contractor and notify Engineer of availability of samples for examination. Advise Engineer and Contractor of commencement of any work requiring a submittal or sample if the submittal has not been reviewed by the Engineer.
g. Conduct periodic on-site observations of the work in progress to assist Engineer in determining if the work is in general proceeding in accordance with the contract documents. Report to the Engineer whenever the Resident Project Representative believes that any work is unsatisfactory, faulty, defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made; and advise the Engineer when he believes the work should be corrected or rejected or should be uncovered for observation or requires special testing inspection or approval. Verify that tests are conducted as required by the contract documents and in the presence of the required personnel and the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures.
h. Report to Engineer when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
i. Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.

j. Review correspondence, reports of job conferences, submittals and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
k. Maintain a diary or log book of periodic visits, recording RPR hours related to job, weather conditions, data relative to questions or work directive changes, change orders or changed conditions, daily activities, decisions, observations in general, and specific procedures. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material. Furnish copies of diary/log book to Engineer and Owner if requested.
l. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work. Report immediately to Engineer and Owner upon the occurrence of any accident and record details of any accident in diary/log book if observed.
m. Before the Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected. Observe that all items on final checklist have been completed or corrected and make recommendations to Engineer concerning acceptance.

9.8 The limitations of authority shall be such that the Resident Project Representative:

a. Shall not authorize any deviation from the contract documents or substitution of materials unless authorized by the Engineer (project engineer).
b. Shall not exceed limitations of Engineer's authority as set forth in the contract documents.
c. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
f. Shall not authorize Owner to occupy the project in whole or in part.

**SECTION F: EXTRA SERVICES**

Services other than those listed under A, B, C, D and E of Part I may be required of the Engineer by the Owner. The Owner shall advise and/or authorize the Engineer to perform extra services. All services not specifically listed under A, B, C, D and E of Part I are classified as extra services. The extra services offered by the Engineer include, but are not limited to, the following:

1. Preparation and assembly of Contract Documents associated with the proposed project.

2. Preparation of payment forms and supporting documentation during construction.

3. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements or documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

4. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

5. Preparing documents for alternate bids as requested by the Owner, unless suggested by Engineer.

6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and assistance in obtaining financing for the project.

7. Services necessitated by out-of-town travel required of the Engineer other than visits to the project site or the offices of the Owner.

8. Assistance in connection with bid protests, rebidding or renegotiating (subsequent to any initial negotiation at the time of contract award) contracts for construction, materials, or services.

9. Providing any type of land/property surveys, research, preparation of plats and descriptions or related services needed for the transfer of interests in real property and acquiring easements.

10. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, condemnation, or other legal or administrative proceedings involving the project.

11. Additional services resulting from the project involving separate construction contracts, different building trades, or separate equipment contracts.

12. Preparation of operating, maintenance and staffing manuals.

13. Additional or extended services during construction made necessary by and not reasonably discoverable by the Engineer:
    a. Work damaged by fire or other cause during construction.
    b. A significant amount of defective or neglected work of the Contractor.
    c. Prolongation of the construction contract time of any construction contract.
    d. Acceleration of the work schedule involving services beyond normal working hours.
    e. Default of any contractor or subcontractor on the construction contract.

14. Resubmittal of applications and data and documents required by regulatory agencies for site approval and permits.

## PART II - OWNER'S RESPONSIBILITIES

The Owner's responsibilities shall include:

1. Provide all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints, performance requirements, and any budgetary limitations, and furnish copies of all design and construction standards which the Owner will require to be included in the drawings and specifications.

2. Assist the Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to planning, design, construction and financing of the project; aerial photographs, utility maps, plat maps, etc.

3. Furnish to the Engineer, as required for performance of the Engineer's services, information and data prepared by or services of others as may be available, including without limitation, core borings, subsurface probings; subsurface explorations, hydrographic surveys, laboratory tests; inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions, zoning, deed and other land use restrictions; and other special data or consultations not covered under Part I of this agreement; all of which the Engineer may rely upon in performing his services.

4. Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this agreement.

5. Examine all studies, reports, sketches, estimates, letters, drawings, proposals and other documents presented by the Engineer. Obtain advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

6. Provide such legal, accounting, financial, auditing, and insurance counseling services as may be required for the project, as may be desired by the Owner, and as may reasonably be requested by the Engineer and any Contractor.

7. Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to the services covered by this Agreement.

8. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for the completion of the project.

9. Pay for all costs incidental to obtaining bids or proposals from contractors and suppliers.

10. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the Contractor.

11. Authorize the Engineer to provide extra services as desired or required as stipulated in Section D, Part I of this agreement or any other services as required.

12. Bear all cost incidental to compliance with the requirements of this Part II.

## PART III - COMPENSATION

The Owner shall compensate the Engineer for Part I services rendered as follows:

**SECTION A – PRELIMINARY DESIGN**

Compensation for Section A – Preliminary Design shall be a lump sum of Seventy-Seven Thousand Dollars and Zero Cents ($77,000.00). Periodic invoicing shall coincide with actual work completed.

**SECTION B – FINAL DESIGN**

Compensation for Section B – Final Design shall be a lump sum of Forty-One Thousand Four Hundred Dollars and Zero Cents ($41,400.00). Periodic invoicing shall coincide with actual work completed.

**SECTION C – BIDDING ASSISTANCE**

Compensation for Section C – Bidding Assistance shall be a lump sum of Six Thousand Four Hundred Dollars and Zero Cents ($6,400.00). Periodic invoicing shall coincide with actual work completed.

**SECTION D – CONSTRUCTION ADMINISTRATION**

Compensation for Section D – Construction Administration shall be a lump sum of Fifteen Thousand Four Hundred Dollars and Zero Cents ($15,400.00). Periodic invoicing shall coincide with actual work completed.

**SECTION E – FIELD SERVICES DURING CONSTRUCTION**

Compensation for Section E – Field Services During Construction shall be based on the time required at our current hourly rates. The estimated fee for construction observation services is Seventy-Four Thousand Seven Hundred Dollars and Zero Cents ($74,700.00) based on full-time underground and part-time pavement and miscellaneous inspection. Periodic invoicing shall coincide with actual work completed.

**SECTION F – EXTRA SERVICES**

Compensation for Section F – Extra Services shall be based on the time required at our current hourly rates or a lump sum fee to be established and approved prior to performing extra services.

The standard hourly rates shall be adjusted on an annual basis to reflect equitable changes to various cost components on December 31st of each year. An amendment to the agreement with the adjusted hourly rates shall be prepared.

## PART IV - GENERAL CONSIDERATIONS

The following General Considerations shall be applicable to this agreement:

1. Ownership of all documents, including original drawings, estimates, specifications, field notes and data shall be transferred to Owner at the time Engineer receives payment in full for performing the Work. The Owner hereby acknowledges the documents are project-specific and are not intended for re-use on other projects. Owner acknowledges that any re-use without the Engineer's involvement will be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold Engineer harmless from any claims brought against Engineer arising out of any modification or use of the documents beyond their original purpose. Engineer reserves the right to re-use standard details, if included.

2. Since the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his estimates of construction cost for the Project are to be made on the basis of his experience and qualifications and shall represent his best judgment as a design professional familiar with the construction industry; but, the Engineer cannot and does not guarantee that proposals, bids or the Project construction cost will be at or below the estimated construction cost for the project.

3. All claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof may be decided by arbitration. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

   Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

   Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations. An award rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

4. The Engineer will secure and maintain such insurance as will protect him from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

5. The Owner and the Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this agreement.

Neither the Owner nor the Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as indicated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent the Engineer from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Owner and the Engineer.

6. The Engineer agrees to comply with all federal, state and local laws, rules and ordinances applicable to this Project and to this Agreement.

7. The Owner shall have responsible supervision of all of the services included herein but no employee of the Engineer or persons working under such employee's direction is or shall be deemed to be an employee of the Owner.

8. The Engineer agrees to pay all persons, firms, or corporations having contracts directly with the Engineer all just claims due that person, firm or corporation, for the payment of all laborers, mechanics, or labor performed, and for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of this Agreement.

9. All billings to the Owner by the Engineer are due and payable upon the receipt by the Owner. Billings for which compensation has not been made within thirty (30) days of the invoice date shall be assessed a finance fee of eighteen percent (18%) per annum on the unpaid balance.

10. No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amount withheld from payments to the Contractor(s).

11. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents and Engineer's Consultants, any of them to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents or Engineer's Consultants or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

## PART V - SPECIAL CONSIDERATIONS

The following special provisions are applicable to this contract:

1. General – The Owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.

2. Responsibility of the Engineer – The Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this agreement. The Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The Owner's approval of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of his work. Neither the Owner's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.

The Engineer shall be and shall remain liable in accordance with applicable law, for all damages to the Owner caused by the Engineer's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner or Owner-furnished data. The Engineer shall not be responsible for any time delays in the project caused by circumstances beyond the Engineer's control.

3. Changes – The Owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. The Engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the Engineer of the notification of changes, unless the Owner grants a further period of time before the date of final payment under this agreement.

   Except as indicated in this agreement no services for which an additional compensation will be charged by the Engineer shall be furnished without the authorization of the Owner.

4. Terminations – Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement, through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

   The Owner may terminate this Agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements), and the Engineer is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

   If the Owner terminates for default, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to the extent of any additional costs the Owner incurs because of the Engineer’s default. If the Engineer terminates for default or if the Owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. However, Owner shall not be responsible for payment of unearned profits of Engineer if Owner terminates this Agreement, whether for cause or convenience, prior to the award of construction contract. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred before the termination, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

   Upon receipt of a termination action under the paragraphs above, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the Owner, copies of all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the Engineer may have accumulated in performing this agreement, whether completed or in process.

   Upon termination under the paragraph above, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the Owner takes over for completion will be completed at the Owner’s risk, and the Owner will hold harmless the Engineer from all claims and damages arising out of improper use of the Engineer’s work.

If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment of the price provided for in this Agreement shall be made as the above paragraph of this clause provides.

5. The Engineer shall not discriminate on the basis of race, color, national origin, gender, age, physical or mental disability, handicap, religion, or familial status in the conduct of the Engineers business.

**PART VI - APPROVAL**

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date below indicated:

EXECUTED BY THE OWNER THIS _____ DAY OF _____, 2020

CITY OF GALENA, ILLINOIS

_____

Terry Renner, Mayor

ATTEST:

_____

Mary Beth Hyde, City Clerk

EXECUTED BY THE ENGINEER THIS 22ND DAY OF SEPTEMBER, 2020

IIW, P.C.

_____

Patrick R. Ready, P.E.
Chief Executive Officer

WITNESS:



_____

Marc D. Ruden, P.E.
Project Manager

Because we value our client relationships and want to continuously improve our ability to meet your needs, we have implemented a Client Experience Quality Assurance Program. Our project team will periodically send brief electronic feedback requests to you at various project milestones. The requests include a short list of questions requiring only a few minutes to complete. This is an opportunity for you to provide feedback on our performance and help us adapt our processes to meet your unique needs.

**City of Galena**
**Project Summary and**
**Notice of Intent to Issue a Categorical Exclusion**

To City of Galena Residents:

The City of Galena is in the process of securing funding for the construction of the West Side Utility System Improvements Project. Specifically, the proposed project entails demolishing the existing Franklin Street water tower and Industrial Park pumping station, along with the construction of approximately 3,600 linear feet of new 10-inch PVC water main, adding approximately 9 pressure reducing valve stations and abandoning 5 existing pressure reducing stations, as well as installing 17 individual property pressure reducing valves.

The project will eliminate a low-pressure area and reduce operating costs, and will improve water flow, hydraulic problems and pressure issues the City's water system has been experiencing. The larger sized water main will increase water pressure during peak hours and create redundancy within the system. The pressure reducing valves will be installed at individual properties identified to have operating pressure of 100 psi.

The estimated cost of the proposed project is $1,241,868 and the City is working on a loan application with the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program. Currently, an interest rate of 1.35% is being made available to the City for a twenty-year (20) period. Additionally, the City is eligible to receive a reduced interest rate of 1.01%, and principal loan forgiveness that would result in a reduction of the loan amount by $400,000. Based upon the above financing plan, the City's loan amount would be $841,868, with the annual loan repayment of $46,506, resulting in a monthly debt fee of roughly $1.92 to each water account. The City of Galena proposes a rate increase of $0.29 per 1,000 gallons, effective May 2022, to compensate for the new loan.

As part of the loan application process, IEPA has reviewed the impact to users resulting from the proposed project. The IEPA has determined that since all environmental sign-offs have been received from the corresponding agencies, the proposed project is therefore categorically excluded from a detailed environmental review.

Prior to granting its approval of the proposed project and plan, the IEPA requires that the public be granted an opportunity to comment on the information presented. The City of Galena is hereby making notice that the IEPA has issued a Notice of Intent to Issue a Categorical Exclusion for the proposed West Side Utility System Improvements Project. A 10-day public comment period will commence on September 24, 2020 and will end on October 5, 2020. Information on the proposed project and the IEPA Project Summary and Notice are available for public inspection at the City Hall located at 101 Green Street, Galena Illinois 61036, 815-777-1050, between the hours of 9:00 and 4:00 Monday thru Friday to view the information. Please note that City Hall is closed to the public because of COVID-19, but the project information may still be picked up at City Hall or obtained by sending an email to alewis@cityofgalena.com.

During this public comment period, written comments may be provided to the City of Galena or directly to the IEPA contact person, which is Jasmine Mallory, Illinois Environmental Protection Agency, Infrastructure Financial Assistance Section, Bureau of Water, 1021 North Grand Avenue East, Springfield IL 62794-9276.

Mary Beth Hyde
City Clerk
*Published in the Galena Gazette on September 23, 2020*

# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Funding Nomination Form for Public Water Supply Loan Program

Annual Filing Deadline: March 31

Agency Use Only: Date Received: _____ ◯ New Application
Project Number: _____ ◯ Renewal Application

1. Legal Name of Applicant: City of Galena

2. Address: 101 Green Street
Galena IL 61036

3. Organizational Type:
- ✓ Unit of Local Government
- ◯ Investor Owned Water Utility
- ◯ Not for Profit Water Corporation
- ◯ Mutually or Cooperatively Owned Water System
- ◯ Other: _____

4. Location Information:
- a) County: Jo Daviess
- b) U.S. Congressional District #: 17
- c) Illinois House District #: 89
- d) Illinois Senate District #: 45
- e) Public Water Supply ID #: 0850200

5. Authorized Representative:
- Name: Terry Renner
- Title: Mayor
- Phone: 815-777-1050
- Email: mmoran@cityofgalena.org

6. Engineer:
- Name: Marc Ruden
- Firm: IIW, PC
- Address: 4155 Pennsylvania Avenue
Dubuque IA 52002
- Phone: 563-556-2464
- Email: m.ruden@iiwengr.com

7. Brief Description of Proposed Project Including Cost Estimate — Estimated Cost: $1,285,468.00
*(Attach additional pages if necessary)*

Galena's Water Storage Improvements and Associated Water Distribution Improvements Project entails the demolition of the Franklin Street Water Tower and Industrial Park Pumping Station, along with the construction of roughly 3,600 lf of 10-inch water main. The project also includes the addition of approximately 9 pressure reducing valve stations and the abandonment of 5 existing pressure reducing stations, along with the installation of roughly 17 individual property pressure reducing valves.

8. Reason for Project: this project will address water flow and existing pressure issues and assist with hydraulic problems

*If this project is compliance-related, or will resolve water quality issues such as taste, odor, or color, indicate above.*

9. Project Location(s): 1206 N. Franklin, Galena IL 61036

*(May be address, address start & end points, latitude/longitude, or brief description)*

10. Population Served by the Loan Applicant: 3429

11. Protection of Assets (using an AMP or Equivalent)

a. Has the loan applicant implemented a system-wide Asset Management Plan (AMP)? ○ Yes ✓ No

b. Is the loan applicant currently developing a system-wide Asset Management Plan? ○ Yes ✓ No

c. Will the loan be used to develop a system-wide Asset Management Plan? ○ Yes ✓ No

12. Additional Questions regarding this Project

a. Is the project based upon the completion of a system-wide water audit (water loss accounting) ○ Yes ✓ No

b. Does the project involve quantifiable water conservation or efficiency measures, such as metering or reuse? ✓ Yes ○ No

c. Does the applicant utilize a conservation promoting rate structure? ○ Yes ✓ No

d. Does the project include improved technologies or practices to reduce energy consumption, or add renewable energy sources, such as solar panels & wind turbines? ○ Yes ✓ No

e. Does the project include resiliency components, including facilities built for redundancy? ✓ Yes ○ No

f. Does the project implement green infrastructure, such as green roofs or LEED buildings? ○ Yes ✓ No

g. Does this project involve the removal of lead service lines? ○ Yes ✓ No

13. Proposed Project Schedule

a. Project Plan Approval Date: 8/28/2020

b. Advertise for Bids: 2/1/2021

c. Construction Start Date: 6/1/2021

d. Completion of Construction: 10/28/2022

***Authorized Representative:*** _____ Date: _____

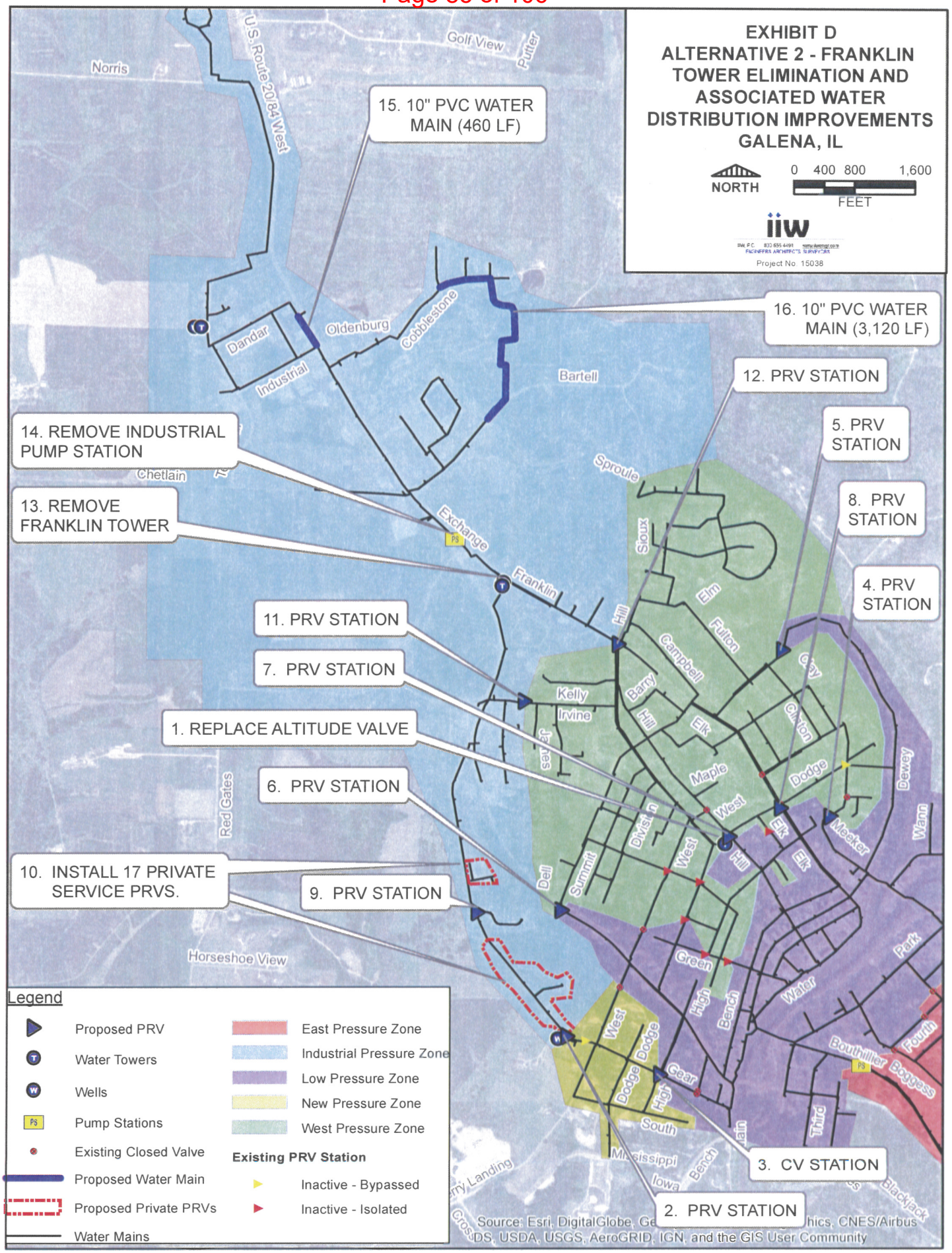


EXHIBIT D
ALTERNATIVE 2 - FRANKLIN TOWER ELIMINATION AND ASSOCIATED WATER DISTRIBUTION IMPROVEMENTS
GALENA, IL
NORTH
0 400 800 1,600
FEET
iiw
Project No. 15038
15. 10" PVC WATER MAIN (460 LF)
16. 10" PVC WATER MAIN (3,120 LF)
12. PRV STATION
5. PRV STATION
8. PRV STATION
4. PRV STATION
14. REMOVE INDUSTRIAL PUMP STATION
13. REMOVE FRANKLIN TOWER
11. PRV STATION
7. PRV STATION
1. REPLACE ALTITUDE VALVE
6. PRV STATION
10. INSTALL 17 PRIVATE SERVICE PRVS.
9. PRV STATION
3. CV STATION
2. PRV STATION
Norris
U.S. Route 20/84 West
Golf View
Putter
Dandar
Industrial
Oldenburg
Cobblestone
Bartell
Chetlain
Exchange
Franklin
Sproule
Sioux
Elm
Fulton
Hill
Campbell
Barry
Kelly
Irvine
Elk
Maple
West
Dodge
Clinton
Grey
Dewey
Wann
Meeker
Red Gates
Horseshoe View
Dell
Summit
Division
Green
High
Bench
Water
Park
Fourth
Bouthillier
Boggess
Third
Gear
South
Mississippi
Iowa
Blackjack
Legend
Proposed PRV
Water Towers
Wells
Pump Stations
Existing Closed Valve
Proposed Water Main
Proposed Private PRVs
Water Mains
East Pressure Zone
Industrial Pressure Zone
Low Pressure Zone
New Pressure Zone
West Pressure Zone
Existing PRV Station
Inactive - Bypassed
Inactive - Isolated
Source: Esri, DigitalGlobe, Ge... hics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*

**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 22, 2020

RE: AT&T Water Tower Lease

In 2004, the City leased space on the Dodge Street standpipe allowing Comnet to install cellular antennas on top of the tank and equipment on the ground near the tank. That lease was later assigned to AT&T. Since that first lease was signed, we have entered into leases with two other wireless communication companies and Jo Carroll's Sand Prairie Wireless to utilize City tower and ground space. We are beginning negotiations with a fifth carrier.

I am writing to make you aware of a request by AT&T to modify the terms of their lease. The lease expires in June 2023. As explained in the attached letter, the company believes the rent is not competitive and seeks to renegotiate the terms. The company initially proposed to reduce the rent from $28,440 per year to $20,000 per year and reduce the escalator from three percent per year to 10 percent every five years. They also proposed 6-five-year terms. As an alternative, they offered lump sum payment options for 30 years or 99 years. The lump sum payments discounted the rent significantly.

On August 21, I responded to AT&T to explain that we believe the rent to be competitive in our market. I explained that we have multiple tenants who have similar leases and pay similar rent. A comparison of the lease terms of all our tenants is shown in Table 1.

Table 1. Current Lease Terms

| Tenant | Location | Monthly Rent | Annual Rent | Annual Rent Escalator | Expiration |
|---|---|---|---|---|---|
| U.S. Cellular | Industrial Park | $2,627 | $31,524 | 3% | August 31, 2022 |
| Sand Prairie Wireless | Industrial Park | NA | $1.00 | NA | November 8, 2024 |
| | | | | | |
| AT&T | Dodge Street | $2,370 | $28,440 | 3% | June 30, 2023 |
| T-Mobile | Dodge Street | $2,281 | $27,372 | 3% | September 30, 2022 |
| Sand Prairie Wireless | Dodge Street | NA | $1.00 | NA | November 8, 2024 |

AT&T responded with a new proposal to reduce the rent to $23,000 annually with an increase of 12.5% every five years. They continued to propose 6-five-year terms.

Since any changes to the lease would require council approval, I request you review the AT&T proposal and decide our course of action. I will communicate your decision to AT&T. Thank you.

July 27, 2020

City of Galena
Attn: City Administrator
101 Green Street
P.O. Box 310
Galena, IL 61036

Re: AT&T Cell Site Lease |FA: **10127616**|Site Name: DESMIA4682

Dear City of Galena,

AT&T is in a very competitive space and we need to ensure that our lease terms and conditions are supportive of our current and future needs. **AT&T has the option to either extend or terminate the above referenced lease ("Lease") in approximately two years and eleven months.** AT&T is instituting a new program to evaluate terms and conditions of all leases coming up for renewal, explore advance renegotiation options and consider possible alternative site locations. Our first choice is to create a new agreement that serves both parties well. Conditions we desire to implement in all new "go forward" leases include:

- Rents reduced to competitive rates.
- Reduced or no annual escalators (depending on other terms of the overall new deal).

**As you know, it takes time to negotiate, plan and execute a site relocation. That is why AT&T's review process is starting now.** Please review the specifics of our Lease agreement and advise if you are willing to enter into discussions regarding a new, modified contract. For new terms consistent with the above, AT&T will in turn consider additional term extensions.

AT&T will appreciate a reply within 60 days of receipt of this letter. A "no" or non-response will trigger AT&T's review of alternate locations. A positive response will be appreciated, but satisfactory terms and conditions must be negotiated within 90 days or AT&T will continue to evaluate alternative site locations. Responses may be sent via email, standard mail, or called in as designated below. Please reference FA number **10127616** in your response so that AT&T may ensure your response is documented accordingly. AT&T values its association with you and looks forward to continuing this relationship for the long term.

Sincerely,

Gregory D. Ohmer
Director – Network Planning

**Email Responses to:** g03998@att.com with a Subject line of **Partnership** - FA 10127616

**Mail Responses to:** AT&T Cell Site Partnership 1347 (FA 10127616)
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319
Attn: Kevin Diehl

**Telephone Number:** **888-517-1212** (8am to 5pm PDT)

August 13, 2020

City of Galena
Attn: City Administrator
101 Green Street
P.O. Box 310
Galena, IL 61036

Re: Communications Facility located at 110 South Dodge Street, Galena, IL 61036

Contract #: 109043 / FA#: 10127616

Dear City of Galena,

AT&T Mobility ("AT&T") has engaged Md7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new "go forward" leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

**Criteria for Cellular Site Retention:**

AT&T will need the following to secure a longer-term lease with you:

- **$20,000.00** per year, commencing **July 1, 2023**
- **10%** rent increase **every 5 years**, commencing **July 1, 2028**
- Extension of Lease, 6-five year terms, through **June 30, 2053**

## Or

- Lump Sum Payment Option (**A**): Provide a **one-time lump sum payment** of **$270,000.00**. In return, you will grant a thirty (30) year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.

- Lump Sum Payment Option (**B**): Provide a **one-time lump sum payment** of **$360,000.00**. In return, you will grant a ninety-nine (99) year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to August 20, 2020. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. **If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.**

Thank you for your consideration.

Sincerely,

Gedi Stasiunas

***Lease Consultant***

d: (858).997.1072
a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130
e: gstasiunas@md7.com

**Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer
*Director-Network Planning, AT&T Mobility*
at&t

# CITY OF GALENA, ILLINOIS

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

August 21, 2020

Gedi Stasiunas
10590 West Ocean Air Drive, Suite 300
San Diego, City Administrator 92130

Dear Gedi,

I am responding to your August 13, 2020 letter regarding the lease for AT&T Cell Site DESMIA4682 (FA #: 10127616), (Contract #: 109043) on Dodge Street in Galena, Illinois. I understand AT&T's desire to reduce administration costs with their contracts and to make sure the cell site rents are competitive.

The City of Galena owns the land and the water tower where this AT&T installation is located. The City is interested in continuing a lease relationship with AT&T for the installation. We are not interested in a lump sum payment in return for a long-term term easement to AT&T.

We would be willing to entertain modifications to the current lease, but we believe the current rent to be fair and competitive in our market. We have leases with multiple major cell carriers who are located on the Dodge Street tower and other City of Galena towers. All our leases have nearly identical terms and nearly identical rents. We believe the rent and annual escalator included in the AT&T lease to be competitive in our market. Respectfully, we would not entertain a reduction in the rent.

If you wish to discuss a modification of specific lease terms, please let me know. We are prepared to work with you to move the process forward expeditiously.

Thank you for your consideration.

Sincerely,

Mark Moran
City Administrator

*Telephone: 815-777-1050 • Facsimile: 815-777-3083 • www.cityofgalena.org*

September 14, 2020

City of Galena
Attn: City Administrator
101 Green Street
P.O. Box 310
Galena, IL 61036

Re: Communications Facility located at 110 South Dodge Street, Galena, IL 61036

Contract #: 109043 / FA#: 10127616

Dear City of Galena,

AT&T Mobility ("AT&T") has engaged Md7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new "go forward" leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

**Criteria for Cellular Site Retention:**

AT&T will need the following to secure a longer-term lease with you:

- **$23,000.00** per year, commencing **July 1, 2023**
- **12.5%** rent increase **every 5 years**, commencing **July 1, 2028**
- Extension of Lease, 6-five year terms, through **June 30, 2053**

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to September 21, 2020. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. **If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.**

Thank you for your consideration.

Sincerely,

Gedi Stasiunas

***Lease Consultant***

d: (858).997.1072
a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130
e: gstasiunas@md7.com

**Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer
*Director-Network Planning, AT&T Mobility*
at&t

# CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*


**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 18, 2020

RE: Uber Application

As you will recall, in February you adopted an ordinance to permit and regulate transportation network companies (TNCs) such as Uber and Lyft. This action followed a recommendation of the 2019 parking study to facilitate the operation of ride sharing services in the Galena market. Ride sharing has the potential to reduce the number of vehicles parking in the downtown while providing safe point to point transportation for residents and visitors.

This week, Uber filed an application to operate ride sharing in Galena. I am attaching the application for your review and possible approval. The complete, more detailed application is available by request.

I would like to recognize Matt Oldenburg and the staff of Galena Country Tourism for their efforts to proactively reach out to Uber and demonstrate the need for ride sharing in our area.

Please let me know if you have any questions. Thank you.

CITY OF GALENA, ILLINOIS

*101 Green Street, Galena, Illinois 61036*

# TRANSPORTATION NETWORK COMPANY (TNC) LICENSE APPLICATION

## GENERAL INFORMATION

1. Chapter 120.09 of the City of Galena Code of Ordinances.
2. *A **Transportation Network Company (TNC) license*** must be obtained by a TNC company offering compensated pre-arranged transportation services that connects passengers with drivers of vehicles for hire using an Internet-enabled application or digital platform.
3. Applications must be submitted with all required documents to City of Galena, City Clerk, 101 Green Street, Galena, Illinois 61036 or mhyde@cityofgalena.org.
4. A license application will be reviewed once all completed documents have been received. Only applications submitted by applicants that have paid or resolved outstanding debt owed to the City of Galena will be reviewed. Please keep a copy of all documents submitted to the City of Galena.

**THE FOLLOWING ARE ALL REQUIRED DOCUMENTS THAT MUST BE SUBMITTED WITH THIS TNC APPLICATION:**

1. **For Individuals** --The individual's full name, social security number, residence address, business, business e-mail address and business telephone number, and proof that the applicant is at least 19 years of age.

2. **For Corporations** – The corporate name, business address and telephone number of the applicant, the date and state of incorporation, the full names, titles, residence addresses, e-mail addresses and telephone numbers of its corporate officers, and of its authorized agent, certification that all corporate officers are at least 19 years of age, and certification that the corporation is in good standing under the laws of the State of Illinois and the City of Galena.

3. **For LLCs and Partnerships**– The name, business address or principal office address and telephone number of the applicant, the full names, residence addresses, e-mail addresses and telephone numbers of (a) the three members who own the highest percentage interests in such partnership or limited liability company, (b) the general partner of a partnership, (c) the managing member of a limited liability company, (d) the applicant's authorized agent, and (e) any other member who owns a 25 percent or more interest therein; the full name, addresses, e-mail address and telephone number of a person authorized to receive notices issued pursuant to the ordinance, and proof that all persons, partners, managers, managing members and members, as applicable, are at least 19 years of age.

4. Submit proof of required City of Galena insurance coverage for TNC licensees pursuant to Chapter 120.11.

5. A color photo or rendition of the TNC applicant's proposed driver identification card, including size dimensions.

6. Color graphic illustration or "screen shots" of how applicant's digital platform displays for consumers/passengers: (a) the identification card of the transportation network driver; (b) a picture of the transportation network vehicle the driver is approved to use, including the license plate number of the vehicle, and the make, model and year of the vehicle; (c) the service center number the passenger may use to report

complaints; (d) whether smoking is permitted in the vehicle; and (e) an opt-out button/option from being rated by drivers if the digital platform allows drivers to rate their passengers.

7. Color graphic illustration or "screen shots" of how applicant's digital platform displays for consumers/passengers: (a) a button for passengers to request a fare quote displayed on the passenger's smart phone application before the start of each ride (the fare quote button must be the same size as the button confirming/authorizing the ride); (b) during elevated pricing periods, sample notice of the time frame of the surge pricing period is displayed for passenger notice; (c) how the surge pricing quote is displayed in a dollar amount fare estimate (not a multiplier); and the size of the buttons that passenger must click on to authorize the surge price fare quote; and (d) size of button that allows passenger to opt out or decline the transportation request based on the fare quote.

8. Proof of place of business (acceptable records are property lease agreement, property tax record, or utility bill). Note: The Galena Code of Ordinances defines *place of business* as a location: where the City may send, and the licensee shall accept, notices of hearing or other notices from the city and the licensee maintains its business and financial records relating to its license.

9. The following lists **additional** requirements and documentation that must be submitted with the application:

- Annual License Fee of $500.00 to be paid before license is issued.
- Documentation related to TNC:

**Vehicle Inspections**. Applicant must submit written vehicle inspection processes for approval that ensure that all affiliated vehicles are inspected if required by the State of Illinois and shall ensure that documentation of such inspection is in the vehicle at all times.

## TRANSPORTATION NETWORK COMPANY LICENSE APPLICATION

1. Name of TNC License Applicant Company:

Rasier, LLC

2. Principal Place of Business Street Address (City/State/Zip Code)

1455 Market Street, 4th Floor, San Francisco, CA 94103

3. Web site address: www.uber.com

4. Email Address: regulatory@uber.com

5. Business Telephone Number: ( 415 ) 842-3396

6. Business Fax Number: ( ) N/A

7. State of Illinois Corporate/LCC File #: IL File Number for Rasier, LLC: 04435079

9. Registered Agent Information:

a. Name: N/A

b. Company: C T Corporation System

c. Address: 208 SO LaSalle St, Ste. 814, Chicago, IL. 60604

d. Contact Phone Number: ( ) (800) 554-2092

e. Email Address: ct-statecommunications@wolterskluwer.com

## COMPANY OFFICER AND OWNER INFORMATION

10. Attach a list of **all** company officers, members, shareholders owning more than 25%, owners, or partners which includes responses to all the following information:

a. Individual Full Legal Name
b. Title(s) Held
c. Percentage of Ownership
d. Home Street Address/City/State/Zip e. Contact / Business Email Address
e. Primary Contact Phone Number
f. Date of Birth

## LICENSING AND CRIMINAL HISTORY

11. Has the applicant company, its owners, members, directors, partners, or officers ever had an ownership interest in any State of Illinois or City of Galena license that has been suspended or revoked? (Yes or No): No

If yes, list the license holder name, license type, the date and the reason of suspension or revocation:

N/A

12. Has the applicant company, its owners, members, directors, partners, or officers ever been convicted of a crime, in custody, under parole or under any other non-custodial supervision resulting from a conviction from a felony within the last ten (10) years? (Yes or No): No

If yes, list the Defendant's name, type of offense, date, city, and state of conviction:

N/A

13. Are there any pending charges against the applicant company, its owners, members, directors, partners, or officers? (Yes or No): No

If yes, list the Defendant's name, type of offense, next court date, and court city, county and state:

N/A

**NAME OF PERSON COMPLETING, SIGNING, AND ATTESTING APPLICATION**

I, Francois Chadwick (First-Middle-Last Name), am applying to obtain a TNC license on behalf of a company registered and authorized to do business in Illinois. I am authorized by the TNP license applicant to complete, sign, and submit this application as a principal owner or shareholder with more than 25% interest in the applicant company; as a principal officer (President or CEO); or as a principal LLC member.

a. List your title or relationship with TNC license applicant company: Manager

b. Mailing Street Address (City/State/Zip Code): 1455 Market Street, 4th Floor, San Francisco, CA 94103

c. Primary Contact Phone Number: ( ) (415) 202-3720

d. Email Address: regulatory@uber.com

e. Driver's License Number: D3062501

f. List the name of the State that issued the above Driver's License: California

- I affirm that the applicant company meets all the requirements listed in the City of Galena ordinances to qualify for a TNC License.
- I understand that Applicant Company is responsible for securing and maintaining the required insurance associated with a TNC license.
- I understand that Applicant Company shall not own, provide financing for obtaining, leasing, or ownership of, or have a beneficial interest in affiliated transportation network vehicles.
- I understand that the applicant company affiliated vehicles must meet TNC license and inspection requirements.
- I understand that the applicant company affiliated drivers must meet TNC license, training, and background check requirements.
- I understand that the applicant company has an affirmative duty to keep accurate records, reports, and books and to timely respond to requests from the City of Galena for records, reports, and books.

- I affirm that all the statements made and given on this form and any accompanying documents are true and correct. I understand that any misstatements, inaccuracies and/or omissions made on this form or any accompanying documents (whether intentional or unintentional) will result in the denial or rescission of this application or any license obtained through this application.
- I hereby give authorized consent to the City of Galena to obtain the criminal and background history records of the principals of the applicant company.

**Under penalties as provided by law, I certify that the above statements are true and correct.**

**Signature:** _____

**Print Name:** Francois Chadwick

**Date:** _____

Subscribed and sworn before me this _____ day of _____, 20 ____.

_____

Notary Public (SEAL)

---

**FOR OFFICE USE ONLY:**

Date application received: _____ Received By: _____

License fee attached: YES / NO City Council review date: _____

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On August 28, 2020 before me, Jessica Gwen Klinger, Notary Public
(insert name and title of the officer)

personally appeared Francois Pascal Chadwick,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JESSICA GWEN KLINGER
Notary Public - California
Los Angeles County
Commission # 2246633
My Comm. Expires Jun 18, 2022

***Document #3: For LLCs and Partnerships – The name, business address or principal office address and telephone number of the applicant, the full names, residence addresses, e-mail addresses and telephone numbers of (a) the three members who own the highest percentage interests in such partnership or limited liability company, (b) the general partner of a partnership, (c) the managing member of a limited liability company, (d) the applicant's authorized agent, (e) any other member who owns a 25 percent or more interest therein; the full name, addresses, e-mail address and telephone number of a person authorized to receive notices issued pursuant to the ordinance, and proof that all persons, partners, managers, managing members and members, as applicable, are at least 19 years of age.***

---

# Rasier, LLC

- **Principal Office Address:** 1455 Market Street, 4th Floor, San Francisco, CA. 94103
- **Phone:** 415-842-3396
- **Shareholder:** Uber Technologies, Inc. / 100%
- **Managers:**
  1) Francois Chadwick
  2) Keir Gumbs
  3) Brian Kuntz
- **Registered Office:** 1209 Orange Street, Wilmington, DE. 19801
- **Registered Agent:** The Corporation Trust Company
- **Registered Agent Phone:** 302-658-7581

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|---|---|---|---|---|---|---|
| **ACCESS SYSTEMS (120783)** | | | | | | | |
| 915824 | 1 | Invoice | SHIPPING FOR TONER | 09/10/2020 | 10.99 | | 01.21.551.00 |
| Total ACCESS SYSTEMS (120783): | | | | | 10.99 | | |
| **ACCESS SYSTEMS LEASING (120766)** | | | | | | | |
| 27833624 | 1 | Invoice | COPIER BILL | 09/18/2020 | 303.53 | | 01.13.579.00 |
| 27833624 | 2 | Invoice | KIP | 09/18/2020 | 249.51 | | 52.43.549.00 |
| 27833624 | 3 | Invoice | COPIES MADE | 09/18/2020 | 298.50 | | 01.13.579.00 |
| Total ACCESS SYSTEMS LEASING (120766): | | | | | 851.54 | | |
| **ALL TRAFFIC SOLUTIONS (119313)** | | | | | | | |
| SIN020643 | 1 | Invoice | OLD BILL FOR REPAIR T | 07/03/2018 | 285.00 | | 01.21.549.00 |
| Total ALL TRAFFIC SOLUTIONS (119313): | | | | | 285.00 | | |
| **AT & T (LOCAL) (103)** | | | | | | | |
| 091520 | 1 | Invoice | FINANCE/PHONE | 09/15/2020 | 49.74 | | 01.13.552.00 |
| 091520 | 2 | Invoice | FIRE DEPARTMENT/PHO | 09/15/2020 | 49.85 | | 22.22.552.00 |
| Total AT & T (LOCAL) (103): | | | | | 99.59 | | |
| **AT & T LONG DISTANCE (119065)** | | | | | | | |
| 091520 | 1 | Invoice | PUBLIC WORKS/LONG DI | 09/15/2020 | .17 | | 01.41.552.00 |
| 091520 | 2 | Invoice | FIRE DEPARTMENT/LON | 09/15/2020 | .30 | | 22.22.552.00 |
| 091520 | 3 | Invoice | POLICE/LONG DISTANCE | 09/15/2020 | 17.09 | | 01.21.552.00 |
| 091520 | 4 | Invoice | ADMINISTRATION/LONG | 09/15/2020 | 62.78 | | 01.13.552.00 |
| Total AT & T LONG DISTANCE (119065): | | | | | 80.34 | | |
| **BARD MATERIALS CENTRAL REGION (119788)** | | | | | | | |
| 432993 | 1 | Invoice | SIDEWALK MAINTENANC | 09/05/2020 | 240.75 | | 01.41.514.08 |
| Total BARD MATERIALS CENTRAL REGION (119788): | | | | | 240.75 | | |
| **BEYER, JOSEPH (119464)** | | | | | | | |
| 016763 | 1 | Invoice | POWERWASHING | 08/22/2020 | 575.00 | | 01.41.614.05 |
| Total BEYER, JOSEPH (119464): | | | | | 575.00 | | |
| **BUSINESS TELEPHONE SUPPLY (453)** | | | | | | | |
| 999105 | 1 | Invoice | PHONE SERVICE | 09/08/2020 | 160.20 | | 01.11.549.00 |
| Total BUSINESS TELEPHONE SUPPLY (453): | | | | | 160.20 | | |
| **CARD SERVICE CENTER (119840)** | | | | | | | |
| 091520 | 1 | Invoice | ADOBE/JANELLE | 09/15/2020 | 119.88 | | 58.54.553.00 |
| 091520 | 2 | Invoice | CREATIVE CLOUD | 09/15/2020 | 22.30 | | 01.16.684.00 |
| 091520 | 3 | Invoice | RENTLY | 09/15/2020 | 60.00 | | 58.54.532.00 |
| 091520 | 4 | Invoice | BACKUP SERVICES | 09/15/2020 | 279.00 | | 01.13.512.04 |
| 091520 | 5 | Invoice | ADOBE/BUILDING | 09/15/2020 | 15.93 | | 01.13.512.04 |
| 091520 | 6 | Invoice | COVID RESPONSE | 09/15/2020 | 1,700.61 | | 01.11.552.01 |
| 091520 | 7 | Invoice | RESTROOM STALL PART | 09/15/2020 | 40.00 | | 01.13.511.01 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|---|---|---|---|---|---|---|
| 091520 | 8 | Invoice | SOFTWARE | 09/15/2020 | 209.99 | | 01.13.512.05 |
| 091520 | 9 | Invoice | OFFICE SUPPLIES | 09/15/2020 | 45.35 | | 01.13.651.02 |
| 091520 | 10 | Invoice | TRAINING | 09/15/2020 | 25.00 | | 01.14.563.00 |
| 091520 | 11 | Invoice | OFFICE SUPPLIES | 09/15/2020 | 16.15 | | 01.21.651.00 |
| 091520 | 12 | Invoice | SOFTWARE TRAINING | 09/15/2020 | 115.00 | | 52.43.549.00 |
| Total CARD SERVICE CENTER (119840): | | | | | 2,649.21 | | |
| **CIVIL MATERIALS (120397)** | | | | | | | |
| 123697 | 1 | Invoice | MISC. MATERIALS | 09/14/2020 | 208.09 | | 01.41.614.04 |
| Total CIVIL MATERIALS (120397): | | | | | 208.09 | | |
| **COBBLESTONE CROSSING HOA (120868)** | | | | | | | |
| 091620 | 1 | Invoice | COBBLESTONE BLVD. TR | 09/16/2020 | 600.00 | | 01.41.517.02 |
| Total COBBLESTONE CROSSING HOA (120868): | | | | | 600.00 | | |
| **DEARBORN NATIONAL LIFE INS. CO (119500)** | | | | | | | |
| 090620 | 1 | Invoice | EMPLOYEE LIFE INSURA | 09/06/2020 | 253.04 | | 01.13.452.00 |
| Total DEARBORN NATIONAL LIFE INS. CO (119500): | | | | | 253.04 | | |
| **DORNER COMPANY (120866)** | | | | | | | |
| 154210 | 1 | Invoice | PRV/DODGE STREET | 09/14/2020 | 895.00 | | 51.42.929.00 |
| 1543357 | 1 | Invoice | PRV/DODGE STREET | 09/23/2020 | 1,258.75 | | 51.42.929.00 |
| Total DORNER COMPANY (120866): | | | | | 2,153.75 | | |
| **DRIVE LINE, INC. (285)** | | | | | | | |
| 248728 | 1 | Invoice | TRACTOR MOWER | 09/17/2020 | 295.75 | | 01.41.613.12 |
| Total DRIVE LINE, INC. (285): | | | | | 295.75 | | |
| **ELECTRICAL ENGINEERING & EQUIP. CO. (120191)** | | | | | | | |
| 6808887 | 1 | Invoice | MAINTENANCE | 06/12/2020 | 525.00 | | 52.43.514.00 |
| 6808902 | 1 | Invoice | MAINTENANCE | 06/12/2020 | 625.00 | | 52.43.514.00 |
| 6808906 | 1 | Invoice | MAINTENANCE | 06/12/2020 | 550.00 | | 52.43.514.00 |
| 6808920 | 1 | Invoice | MAINTENANCE | 06/12/2020 | 550.00 | | 52.43.514.00 |
| 6808935 | 1 | Invoice | MAINTENANCE GENERA | 06/12/2020 | 975.00 | | 20.25.515.00 |
| 6808945 | 1 | Invoice | MAINTENANCE | 06/12/2020 | 1,535.00 | | 52.43.514.00 |
| 6808953 | 1 | Invoice | MAINTENANCE | 06/12/2020 | 1,765.00 | | 51.42.514.00 |
| Total ELECTRICAL ENGINEERING & EQUIP. CO. (120191): | | | | | 6,525.00 | | |
| **EUCLID MANAGERS (120626)** | | | | | | | |
| 091520 | 1 | Invoice | EMPLOYEE DENTAL #564 | 09/15/2020 | 1,908.39 | | 01.13.451.01 |
| Total EUCLID MANAGERS (120626): | | | | | 1,908.39 | | |
| **EXACT PEST SOLUTIONS, INC. (120708)** | | | | | | | |
| 22603 | 1 | Invoice | PEST CONTROL | 09/08/2020 | 55.00 | | 01.13.511.01 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|---|---|---|---|---|---|---|
| Total EXACT PEST SOLUTIONS, INC. (120708): | | | | | 55.00 | | |
| **GALENA CHRYSLER (82)** | | | | | | | |
| 76584 | 1 | Invoice | SQUAD 4 MAINTENANCE | 09/09/2020 | 110.36 | | 01.21.513.06 |
| 76693 | 1 | Invoice | SQUAD 1 REPAIRS | 09/22/2020 | 339.60 | | 01.21.513.06 |
| Total GALENA CHRYSLER (82): | | | | | 449.96 | | |
| **GLOBAL REACH INTERNET PROD. (119792)** | | | | | | | |
| 109085 | 1 | Invoice | EXCHANGE | 09/06/2020 | 100.00 | | 52.43.532.00 |
| 109085 | 2 | Invoice | EXCHANGE | 09/06/2020 | 100.00 | | 51.42.532.00 |
| Total GLOBAL REACH INTERNET PROD. (119792): | | | | | 200.00 | | |
| **GOMEZ CARO, RANULFO (120867)** | | | | | | | |
| 092220 | 1 | Invoice | CR BALANCE REFUND | 09/22/2020 | 81.39 | | 98.115.0 |
| Total GOMEZ CARO, RANULFO (120867): | | | | | 81.39 | | |
| **GUY'S TRUCK & TRACTOR SERVICE (119033)** | | | | | | | |
| GWI016870 | 2 | Adjustmen | DODGE 1-TON | 08/31/2020 | 121.70- | | 01.41.613.03 |
| GWI016870- | 1 | Invoice | DODGE 1-TON | 08/31/2020 | 121.70 | | 01.41.613.03 |
| GWI016875 | 1 | Invoice | BACKHOE | 09/01/2020 | 54.85 | | 01.41.613.07 |
| GWI016916 | 1 | Invoice | 2007 DUMP | 09/08/2020 | 2,680.83 | | 01.41.613.05 |
| GWI016985 | 1 | Invoice | BACKHOE | 09/17/2020 | 829.62 | | 01.41.613.07 |
| GWI1016972 | 1 | Invoice | 2007 DUMP | 09/16/2020 | 1,634.23 | | 01.41.613.05 |
| GWO18829 | 2 | Adjustmen | 2017 DODGE 1-TON | 08/31/2020 | 121.70- | | 01.41.613.03 |
| GWO18870 | 2 | Adjustmen | DODGE 1-TON | 09/04/2020 | 50.69- | | 01.41.613.03 |
| Total GUY'S TRUCK & TRACTOR SERVICE (119033): | | | | | 5,027.14 | | |
| **HEALTHCARE SERVICE CORPORATION (118931)** | | | | | | | |
| 091520 | 1 | Invoice | HSA/FAMILY/EMPLOYEE | 09/15/2020 | 7,381.49 | | 01.218.0 |
| 091520 | 2 | Invoice | PPO/BLUE CROSS BLUE | 09/15/2020 | 132.42 | | 01.218.0 |
| 091520 | 3 | Invoice | HEALTH INSURANCE | 09/15/2020 | 30,055.66 | | 01.13.451.00 |
| 091520 | 4 | Invoice | COBRA INSURANCE | 09/15/2020 | 1,504.97 | | 01.13.451.04 |
| Total HEALTHCARE SERVICE CORPORATION (118931): | | | | | 39,074.54 | | |
| **ICC BIRMINGHAM DISTRICT OFFICE (120869)** | | | | | | | |
| 3277517 | 1 | Invoice | ICC DUES | 05/22/2020 | 135.00 | | 01.46.561.00 |
| Total ICC BIRMINGHAM DISTRICT OFFICE (120869): | | | | | 135.00 | | |
| **JL TECH, LLC (120693)** | | | | | | | |
| 2467 | 1 | Invoice | REMOTE COMPUTING | 08/24/2020 | 40.00 | | 01.11.552.01 |
| 2472 | 1 | Invoice | COMPUTER SUPPORT P | 09/15/2020 | 40.00 | | 01.21.512.00 |
| 2475 | 1 | Invoice | REMOTE COMPUTER TE | 09/15/2020 | 40.00 | | 01.11.552.01 |
| 2477 | 1 | Invoice | REMOTE MEETING SETU | 09/15/2020 | 280.00 | | 01.11.552.01 |
| Total JL TECH, LLC (120693): | | | | | 400.00 | | |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|---|---|---|---|---|---|---|
| JO CARROLL ENERGY, INC. (397) | | | | | | | |
| 091520 | 1 | Invoice | STREET LIGHTS | 09/15/2020 | 604.93 | | 15.41.572.00 |
| 091520 | 2 | Invoice | CITY HALL/ELECTRIC | 09/15/2020 | 20.52 | | 01.13.571.01 |
| 091520 | 3 | Invoice | PUBLIC WORKS/ELECTRI | 09/15/2020 | 362.31 | | 01.41.571.01 |
| 091520 | 4 | Invoice | PARKS/ELECTRIC | 09/15/2020 | 185.23 | | 17.52.571.01 |
| 091520 | 5 | Invoice | FIRE/ELECTRIC | 09/15/2020 | 80.59 | | 22.22.576.01 |
| 091520 | 6 | Invoice | POOL/ELECTRIC | 09/15/2020 | 142.74 | | 59.55.571.01 |
| Total JO CARROLL ENERGY, INC. (397): | | | | | 1,396.32 | | |
| **JO DAVIESS CTY HEALTH DEPT (121)** | | | | | | | |
| 082520 | 1 | Invoice | ANNUAL INSPECTIONS | 08/25/2020 | 750.00 | | 01.16.546.00 |
| Total JO DAVIESS CTY HEALTH DEPT (121): | | | | | 750.00 | | |
| **JOHN DEERE FINANCIAL (119690)** | | | | | | | |
| 091520 | 1 | Invoice | PW GARAGE | 09/15/2020 | 339.84 | | 01.41.511.00 |
| 091520 | 2 | Invoice | UNIFORMS | 09/15/2020 | 369.42 | | 01.41.579.02 |
| 091520 | 3 | Invoice | TOOLS | 09/15/2020 | 298.00 | | 01.41.653.00 |
| 091520 | 4 | Invoice | UNIFORMS | 09/15/2020 | 76.97 | | 01.41.579.02 |
| Total JOHN DEERE FINANCIAL (119690): | | | | | 1,084.23 | | |
| **KEEFFER, JANELLE (120130)** | | | | | | | |
| 092320 | 1 | Invoice | FLOWERS | 09/23/2020 | 57.72 | | 58.54.553.00 |
| Total KEEFFER, JANELLE (120130): | | | | | 57.72 | | |
| **LAWSON PRODUCTS, INC. (627)** | | | | | | | |
| 9307846573 | 1 | Invoice | MISC. SUPPLIES | 09/03/2020 | 169.46 | | 01.41.652.00 |
| 9307856886 | 1 | Invoice | TRASH CAN LINERS | 09/09/2020 | 639.48 | | 17.52.652.00 |
| 9307872991 | 1 | Invoice | MISC. SUPPLIES | 09/15/2020 | 220.02 | | 01.41.652.00 |
| 9307874718 | 1 | Invoice | SUPPLIES | 09/16/2020 | 166.90 | | 01.41.652.00 |
| Total LAWSON PRODUCTS, INC. (627): | | | | | 1,195.86 | | |
| **NASSCO (120870)** | | | | | | | |
| S2665354.00 | 1 | Invoice | ELECTROSTATIC SPRAY | 09/18/2020 | 3,651.54 | | 01.11.552.01 |
| Total NASSCO (120870): | | | | | 3,651.54 | | |
| **NICOR (151)** | | | | | | | |
| 091520 | 1 | Invoice | TURNER HALL/GAS | 09/15/2020 | 161.68 | | 58.54.571.05 |
| Total NICOR (151): | | | | | 161.68 | | |
| **NW IL CRIMINAL JUST.COM. (155)** | | | | | | | |
| 092220 | 1 | Invoice | TRAINING/TIM WUEBBEN | 09/22/2020 | 175.00 | | 01.21.563.00 |
| Total NW IL CRIMINAL JUST.COM. (155): | | | | | 175.00 | | |
| **NW ILLINOIS ECONOMIC DEVELOPMENT (120672)** | | | | | | | |
| 207 | 1 | Invoice | NW IL ECONOMIC DEV M | 09/14/2020 | 2,500.00 | | 01.11.929.10 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|---|---|---|---|---|---|---|
| Total NW ILLINOIS ECONOMIC DEVELOPMENT (120672): | | | | | 2,500.00 | | |
| **O'HERRON CO.INC., RAY (548)** | | | | | | | |
| 2051499 | 1 | Invoice | AMMUNITION (NRA GRA | 09/16/2020 | 1,000.00 | | 01.21.830.04 |
| 2051499 | 2 | Invoice | AMMUNITION (NRA GRA | 09/16/2020 | 21.85 | | 01.21.652.02 |
| Total O'HERRON CO.INC., RAY (548): | | | | | 1,021.85 | | |
| **QUADIENT FINANCE USA, INC. (120811)** | | | | | | | |
| 091520 | 1 | Invoice | POSTAGE | 09/15/2020 | 500.00 | | 01.13.551.00 |
| Total QUADIENT FINANCE USA, INC. (120811): | | | | | 500.00 | | |
| **QUADIENT LEASING USA, INC. (120800)** | | | | | | | |
| N8470307 | 1 | Invoice | POSTAGE METER LEASE | 09/10/2020 | 338.85 | | 01.13.579.02 |
| Total QUADIENT LEASING USA, INC. (120800): | | | | | 338.85 | | |
| **RIVER CITY PAVING (56)** | | | | | | | |
| 4300018809 | 1 | Invoice | COLD PATCH | 08/31/2020 | 537.97 | | 41.61.860.02 |
| Total RIVER CITY PAVING (56): | | | | | 537.97 | | |
| **STEINKE, SAM (120450)** | | | | | | | |
| 091820 | 1 | Invoice | EQUIPMENT REPAIR | 09/18/2020 | 174.15 | | 17.52.517.02 |
| Total STEINKE, SAM (120450): | | | | | 174.15 | | |
| **STEPHENSON SERVICE CO. (119230)** | | | | | | | |
| 083120 | 1 | Invoice | FUEL | 08/31/2020 | 918.47 | | 01.41.655.00 |
| Total STEPHENSON SERVICE CO. (119230): | | | | | 918.47 | | |
| **STRAND ASSOCIATES, INC. (954)** | | | | | | | |
| 0164101 | 1 | Invoice | SCADA STUDY | 09/13/2020 | 1,562.64 | | 52.43.532.02 |
| 0164323 | 1 | Invoice | PHOSPHOROUS REMOV | 09/15/2020 | 3,327.13 | | 52.43.549.00 |
| Total STRAND ASSOCIATES, INC. (954): | | | | | 4,889.77 | | |
| **SUBURBAN LABORATORIES (120871)** | | | | | | | |
| 180171 | 1 | Invoice | PHOSPHORS REMOVAL | 09/10/2020 | 870.00 | | 52.43.549.00 |
| Total SUBURBAN LABORATORIES (120871): | | | | | 870.00 | | |
| **TRI-STATE PORTA POTTY, INC. (908)** | | | | | | | |
| 9693 | 1 | Invoice | WASH STATIONS/MAIN S | 09/15/2020 | 210.00 | | 01.11.552.01 |
| 9693 | 2 | Invoice | PARKS/PORTA POTTY | 09/15/2020 | 345.00 | | 17.52.579.01 |
| Total TRI-STATE PORTA POTTY, INC. (908): | | | | | 555.00 | | |
| **VERIZON WIRELESS (316)** | | | | | | | |
| 9861896939 | 1 | Invoice | VERIZON JET PACK FOR | 09/15/2020 | 38.01 | | 01.21.652.03 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|---|---|---|---|---|---|---|
| Total VERIZON WIRELESS (316): | | | | | 38.01 | | |
| **WAL-MART COMMUNITY (CC) (1258)** | | | | | | | |
| 091520 | 1 | Invoice | OFFICE SUPPLIES | 09/15/2020 | 158.17 | | 01.21.651.00 |
| 091520 | 2 | Invoice | SUPPLIES | 09/15/2020 | 159.94 | | 01.41.652.00 |
| 091520 | 3 | Invoice | SUPPLIES | 09/15/2020 | 8.27 | | 17.52.652.00 |
| Total WAL-MART COMMUNITY (CC) (1258): | | | | | 326.38 | | |
| **WEBER PAPER COMPANY (40)** | | | | | | | |
| D096749 | 1 | Invoice | WYPALL DIS. WIPES | 09/11/2020 | 47.30 | | 01.13.654.00 |
| D097008 | 1 | Invoice | MOP | 09/11/2020 | 195.30 | | 01.13.654.00 |
| D097008A | 1 | Invoice | MOP | 09/17/2020 | 12.94 | | 01.13.654.00 |
| Total WEBER PAPER COMPANY (40): | | | | | 255.54 | | |
| **WHITE CONSTRUCTION CO., INC. (119359)** | | | | | | | |
| 092820 | 1 | Invoice | TURNER HALL JANITORI | 09/28/2020 | 350.00 | | 58.54.536.00 |
| Total WHITE CONSTRUCTION CO., INC. (119359): | | | | | 350.00 | | |
| **WORKSHOP, THE (120647)** | | | | | | | |
| 47847 | 1 | Invoice | FIRE/RUG SERVICE | 08/31/2020 | 137.50 | | 22.22.538.01 |
| 47847 | 2 | Invoice | POLICE/RUG SERVICE | 08/31/2020 | 66.00 | | 01.21.651.00 |
| 47896 | 1 | Invoice | SR. VAN TRANSP. | 08/31/2020 | 833.00 | | 01.13.542.00 |
| Total WORKSHOP, THE (120647): | | | | | 1,036.50 | | |
| **ZARNOTH BRUSH WORKS INC. (212)** | | | | | | | |
| 0181687 | 1 | Invoice | SWEEPER | 09/02/2020 | 274.00 | | 01.41.613.11 |
| Total ZARNOTH BRUSH WORKS INC. (212): | | | | | 274.00 | | |
| Grand Totals: | | | | | 85,378.51 | | |

Report GL Period Summary

| | |
|---|---|
| Vendor number hash: | 5893522 |
| Vendor number hash - split: | 8772851 |
| Total number of invoices: | 73 |
| Total number of transactions: | 107 |

| Terms Description | Invoice Amount | Net Invoice Amount |
|---|---|---|
| Open Terms | 85,378.51 | 85,378.51 |
| Grand Totals: | 85,378.51 | 85,378.51 |