



## City Council Work Session

Crest Hill, IL

November 10, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

## Agenda

### MAYOR

### CLERK

### TREASURER

### CITY ADMINISTRATOR

1. Fiber Master Service Agreement
2. Assisted Listening Solutions
3. Request for Limited Staffing Authority

### ECONOMIC DEVELOPMENT DEPARTMENT

1. Cross Connection Backflow Prevention Ordinance

### ENGINEERING DEPARTMENT

### POLICE DEPARTMENT

1. Request to Purchase a 2026 Ford Utility Interceptor
2. Provide Direction to Staff on the Purchase of Urban SDK Licenses for the Comprehensive Collection of Speed, Volume Data, and Workflows for all City-Owned Streets within the Corporate Limits of Crest Hill.

### PUBLIC WORKS DEPARTMENT

1. Approval of Well 4 change order
2. Approval of Final Payment to Williams Brothers for the East Water Reclamation Facility Phosphorus Removal Upgrade Contract 2-2021.

The Agenda for each regular meeting and special meeting (except a meeting held in the event of a bona fide emergency, rescheduled regular meeting, or any reconvened meeting) shall be posted at the City Hall and at the location where the meeting is to be held at least forty-eight (48) hours in advance of the holding of the meeting. The City Council shall also post on its website the agenda for any regular or special meetings. The City Council may modify its agenda for any regular or special meetings. The City Council may modify its agenda before or at the meeting for which public notice is given, provided that, in no event may the City Council act upon any matters which are not posted on the agenda at least forty-eight (48) hours in advance of the time for the holding of the meeting.

[3.](#) Tier 1 SCADA Project

[4.](#) Snow Removal Standard Operating Procedure

**PUBLIC COMMENT**(Limit 3 minutes per person)

**EXECUTIVE SESSION:** 5ILCS 120/2(c)

1. 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

**Note: If any agenda topic has not been fully discussed, it will be continued at the City Council meeting.**



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 10, 2025
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Fiber Master Service Agreement

**Summary:** The City has started getting requests from fiber companies to install fiber through the City to residents and businesses. If the City does nothing, these companies will use the State laws to simply place their fiberoptic cable where they want it. However, being proactive, the City can place some reasonable restrictions as well as make some requests. As such, I engaged a specialist firm to assist the City and worked with our City staff and Attorneys to address this impending wave of requests.

The first step is getting our ordinance updated and creating a template master service agreement, which would be negotiated with the fiber vendors when they request to be in the City.

**Recommended Council Action:** To provide direction to staff and the City Attorney to finalize the ordinance and master service agreement template for approval on 11/17/2025.

### Financial Impact:

**Funding Source:** No

**Budgeted Amount:** No

**Cost:** No

**RIGHT OF WAY USE AGREEMENT  
FOR FIBER OPTIC NETWORK  
BY AND BETWEEN  
THE  
CITY OF CREST HILL  
AND  
[FIBER COMPANY]**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the City of Crest Hill, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “City”) and [FIBER COMPANY], [a/an] [STATE] [ENTITY] (including its operational affiliates, hereinafter, “Grantee”), this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”). City and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**STATEMENT OF INTENT**

WHEREAS, the City intends, by adoption of this agreement, to bring about further development and operation of a City-wide Fiber Optic Network to provide BIAS. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public in general. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a City-wide Fiber Optic Network.

WHEREAS, the Parties desire to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

**SECTION 1: Definition of Terms.**

For purposes of this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1. All other capitalized terms, phrases, words and abbreviations not defined in this Section 1 shall have their meanings in common usage.

“Access Area” means the corporation boundaries of the City as depicted on the attached Exhibit A and as amended, from time to time, pursuant to Section 4 of this Agreement to reflect annexations and new/planned developments within the City.

“BIAS” means broadband internet access service, which is a service by wire or radio, whether offered on a mass-market retail, enterprise, or wholesale basis, that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service, but excluding dial-up internet access service and any service that the FCC determines, from time to



time, to be functionally equivalent. Notwithstanding in this Agreement to the contrary, nothing will preclude Grantee from providing fiber-based services to the City of Crest Hill or any businesses located within the Access Area.

“FCC” means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS to multiple Subscribers within the Access Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network to the extent such facility is also used in the transmission of BIAS directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public Way” shall mean the surface of, and the space above and below, any public street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Access Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City along such surface or space.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

## **SECTION 2: Grant of Authority.**

2.1. Grant. The City hereby authorizes the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Access Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide such services over the Fiber Optic Network as may be lawfully allowed. Grantee shall not be required to pay franchise fees to the City under this Agreement.

2.2. Fees. So long as Grantee is and remains a “Telecommunications Retailer”, as that term is defined and used under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), Grantee shall not be required to pay any additional fees to the City under this Agreement, including any site specific permits for the installation of facilities. Grantee shall be required, however, to timely pay all taxes imposed under the Simplified Municipal

Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois and failure to do so shall constitute a material breach of this Agreement.

2.2.1. Annual Certification. Within thirty (30) days of the Effective Date and on or before each anniversary of the Effective Date, Grantee shall certify to the City in writing that it is and remains a Telecommunications Retailer and provide all documents reasonably requested by the City to support said certification.

2.2.2 License and Permit Fees. In the event that Grantee ceases to be a Telecommunications Retailer during the Term of this Agreement, Grantee shall immediately notify the City and shall thereafter pay (a) an annual “License Fee” to the City equal to (i) a base fee of five thousand and 00/100 dollars (\$5,000.00) plus (ii) one and 50/100 dollars (\$1.50) per lineal foot of fiber optic cable installed within the access area and (b) all other permit and application fees normally assessed by the City pursuant to its code of ordinances. The License Fee shall increase by five percent (5%) on each anniversary of the Effective Date during the Term of this Agreement.

2.2.3 Non-Telecommunications Facilities. Anything else in this Agreement notwithstanding, if Grantee installs any facilities that do not provide “Telecommunications” as defined under TIMFA, they shall be subject to the City’s standard permit and license fees for such installation

2.3. Application and Permit. That as part of this Grant of Authority, Grantee and its contractors and/or installers must complete the City’s Application or process for High-Speed Fiber Optic Cable Utility Installations and receive approval of a permit to locate, construct, operate, and maintain on the location indicated in the Application. The City agrees to expedite any such application requests. Upon issuance of the Permit, Grantee agrees to abide by all the conditions and restrictions listed on the Permit and said conditions and restrictions are incorporated herein and made a part hereof, and Grantee will ensure any and all contractors and/or installers abide by the conditions and restrictions of the permit. Notwithstanding anything in this Agreement to the contrary, Grantee shall at all time fully comply with all applicable ordinances, standards, and policies of the City, including without limitation all requirements of Title 12 (Streets and Sidewalks), as amended from time to time.

2.3.1. Initial Build Location Plan. Before applying for any permits under this Agreement, Grantee shall first prepare and submit a preliminary plan of the entire planned network for the City to evaluate and make any reasonable changes the City deems necessary.

2.3.2. Costs. For the avoidance of doubt, all costs and expenses associated in any way with the Grantee’s exercise of its rights and licenses under this Agreement are and shall be undertaken solely at Grantee’s sole cost and expense. If the City undertakes any action or incurs any cost whatsoever in support of Grantee’s construction, installation, maintenance, and operation of the Fiber Optic Network contemplated hereby, including without limitation legal, engineering, and other professional fees, Grantee agrees to fully reimburse the City for the same on demand.

2.4. Term and Renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the “Initial Term”). This Agreement shall automatically renew for up to four (4) additional five (5) year periods thereafter (each, a “Renewal Term”), unless Grantee notifies the City of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.5. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. City’s obligations to police the use of the Public Way shall be limited solely to those areas located within the territorial limits of the City, or otherwise under the City’s jurisdiction.

2.6. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.7. Parking. Notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair, and maintenance work on the Fiber Optic Network. Grantee shall use all reasonable efforts, including the phasing of work activities, so that there is a minimum interference with pedestrian and vehicular traffic. Grantee shall, at all times, fully comply with all requirements of the City’s code of ordinances, as amended from time to time.

2.8. Safety. Grantee is and shall be solely and exclusively responsible for the safety of its employees, agents, contractors, and the general public during any and all construction, installation, excavation, maintenance, and operation of the contemplated Fiber Optic Network, and all associated facilities and systems, within the Public Ways as authorized by this Agreement. Grantee or other persons acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of any work in or affecting the Public Ways or other property.

2.9. Compliance. Grantee agrees to abide by all federal, state, and local laws, rules, and regulations applicable to BIAS providers and to the construction, installation, operation, maintenance, repair, and removal of a Fiber Optic Network.

2.10. Title and Condition of the Public Ways. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Public Ways; the condition of any underground duct or conduit; other existing utilities, facilities, or installations in the Public Ways; any other improvements or soils located in the Public Ways; or the suitability of the Public Ways for Grantee’s intended use. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND

HABITABILITY ARE HEREBY EXPRESSLY DISCLAIMED. Grantee assumes all risks associated with the placement, operation, maintenance, and removal of its facilities within the Public Ways. Grantee accepts and utilizes the Public Ways, if at all, on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis, including any existing environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries, or condition of the Public Ways.

2.11. Emergency Removal or Relocation. As soon as practicable following written notice from the City, the Grantee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Fiber Optic Network within the Public Ways whenever the City has determined in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary (a) to protect against an imminent threat to the health and safety of the Public or (b) to facilitate any City project necessary to protect against an imminent threat to the health and safety of the Public. In the event the Grantee is required to disconnect, relocate, remove, change, or alter the position of part or all of Fiber Optic Network under this Section and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and the Grantee shall be liable to the City for all costs incurred in connection with the same, which costs shall be paid upon written demand.

### **SECTION 3: Construction and Maintenance of the Fiber Optic Network.**

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all generally applicable ordinances to all occupants of the Public Way pursuant to of the City Code of Crest Hill, as may be amended from time to time. The Public Way will continue to be public property held in trust for the general public and this Agreement does not give rise to any right of ownership in the Public Way to Grantee.

3.2. Aerial and Underground Construction. Grantee shall place its Fiber Optic Networks' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality or as otherwise agreed between Grantee and the City. If any underground location(s) are not capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality, Grantee shall coordinate with the City's Public Works Director to find a mutually acceptable alternative solution. For the avoidance of doubt, no permanent above-ground facilities or installations will be permitted without the prior written approval of the City.

3.3. Construction. All plans and specifications for construction and installation of the Fiber Optic Network shall be submitted and approved by the Public Works Director or his designee at least forty (40) days prior to the commencement of any construction or installation. Grantee understands and agrees all work done hereunder will be performed in a good and workman-like manner and all of the cost and expenses of the installation and construction will be paid for by Grantee. If any damage or harm is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way during the

construction and installation of the network (including without limitation private landscaping, hardscaping, sprinkler systems, mailboxes, and other similar improvements), the Grantee will be responsible for the costs and expenses to return the Public Way and any such improvements or property to the condition it was in prior to the commencement of the construction.

3.3.1. Construction Completion Security. Prior to commencing any construction project(s) within the corporate boundaries of the City, Grantee shall provide the City with financial surety to secure the completion of each such project(s) and all associated restoration work in full compliance with Section 12.04.020 of the City's code of ordinances, as amended from time to time.

3.4. Interference. The Fiber Optic Network will be constructed, installed, maintained, and removed by Grantee as not to interfere with the City's rights to the Public Way, the City's use of the Public Way, the City's public utilities in the Public Way, or the rights of any public or private person with property, facilities, or improvements in or abutting and adjoining the Public Way. The City shall notify Grantee before attempting to resolve any conflict or interference.

3.5. No Representations. Grantee understands no representations as to the condition and repair of the Public Way have been made by the City.

3.6. Existing Rights of Third Parties. Grantee understands and agrees that the City, public utilities, cable television companies, and other public and private persons, as well as their successors and assigns, may also have certain rights in, over, under, upon, or across the Public Way and this Agreement is subject to any previously granted rights.

3.7. Relocation. Grantee acknowledges that the City may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the City, in its sole discretion, for any public projects or improvement.

3.7.1. Grantee shall, and shall be provided an opportunity to, participate in the planning for relocation of its facilities, if any, and shall be reimbursed its relocation costs from public or private funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any.

3.7.2. Upon receipt of such notification by City to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, which will not exceed 180 days except upon good cause shown in writing, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. City agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.7.

3.8. Non-Interference. The City shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement, except to the extent necessary to preserve life, safety, health and welfare, or otherwise to protect and preserve any property, facilities, or improvements of the City. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct

or impede each other's performance of such maintenance. Grantee shall provide the City with a telephone number and email address for a primary point of contact that the City can contact to request Grantee's coordination pursuant to this Section. The primary point of contact must be available 24/7 to respond to emergency situations that may arise.

3.9. Maintenance. Grantee will be solely responsible for the cost and expenses of any and all repairs or maintenance to the Fiber Optic Network. All maintenance and repairs must be done in a good and workman-like manner. If during the repairs or maintenance any harm or damage is done to the Public Way, any municipal facilities in the Public Way, any other public or private utility or other improvements located in or adjacent to the Public Way, or any other public or private property located in or adjacent to the Public Way as a result of the repair of maintenance being performed, Grantee will be responsible for the costs and expenses to return the Public Way and/or any other such property, facilities, and improvements to the condition they were in prior to the commencement of the maintenance or repairs.

3.10 Restoration. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Grantee's fiber optic cable, facilities and equipment, Grantee, at its sole cost and expense, shall restore the Public Way and any other affected property, improvements, or facilities to a condition reasonably equivalent to that which existed prior to commencing the placement or repairs.

3.10.1. Restoration Bond. Grantee or its contractor shall, prior to beginning any construction, provide a restoration bond in the form of surety bond, in a form and on conditions acceptable to the City; a certified or cashier's check made payable to the City of Crest Hill; or Cash in an amount reasonably determined by the Public Works Director, or his or her designee, as necessary to complete full and adequate restoration of the City Public Way, but not to exceed 10% of the amount of the work. Such surety or fund shall be released or refunded without interest upon the one year anniversary of the satisfactory restoration or repair of all affected areas as accepted by the Public Works Director.

3.11. Subordination. Anything in this Agreement to the contrary notwithstanding, Grantee's rights under this Agreement are shall be at all times subordinate to the City's right to ingress and egress and use the Public Ways. This Agreement is not intended and shall not be deemed to convey any right, title, or interest (including leasehold interest) in the Public Ways, but shall be deemed to be a license only to use and occupy the Public Ways for the limited purposes stated herein. In the event of default by Grantee, the City shall not be obligated to bring a forcible entry and detainer action to terminate the Grantee's rights hereunder.

3.12. Environmental. Grantee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the Public Way in any manner without prior written approval of the City. Grantee shall take all reasonable steps to ensure that Grantee will not release any regulated material in violation of any Federal or State environmental law on, in, around, or under the Public Ways or any other public or private property. In the event that Grantee causes or contributes to any such release, Grantee, at its sole cost and expense, shall remediate, remove, clean up or abate the release in accordance with all applicable Federal and State laws and any applicable directives of the appropriate oversight agency. In the event of a

release of a regulated material in violation of a Federal or State law on, in, around, or under the Public Ways or any other public or private property by the Grantee or any person acting on behalf of Grantee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 7.2 shall apply.

3.13. As-Built Drawings. Upon completion of each and every installation, modification, or relocation of any part of Grantee's Fiber Optic Network or related improvements, Grantee shall provide the City with as-built drawings showing the actual locations its infrastructure in the Public Way and to reconcile any perceived discrepancy in lineal footage for fee calculation purposes.

#### **SECTION 4: Service Obligations.**

4.1. Service Obligations. Grantee shall design the Fiber Optic Network to provide BIAS to Subscribers upon their request throughout the Access Area. The Grantee shall continue to make BIAS available in the Access Area throughout the term of this Agreement, and Grantee may extend its Fiber Optic Network and provide service consistent with the provisions of this Agreement.

4.2. General Service Obligation. The Grantee may make BIAS available beyond the initial Access Area to every residential dwelling unit within the Access Area where the minimum density is at least fifty (50) dwelling units per linear mile of the Fiber Optic Network as measured from the Fiber Optic System's closest commercially reasonable and technically feasible connection point ("Access Point"). Subject to this density requirement, Grantee may offer BIAS to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the nearest Access Point along the Fiber Optic Network (hereinafter, a "Standard Installation").

4.2.1. Long Drops. The Grantee may elect to provide BIAS to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City.

4.4. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the City shall provide the Grantee written notice of such annexation meeting the density standards of Section 4.2. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and

provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.5. Subscriber Service Obligations. The City and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices, performance characteristics, and commercial terms of its BIAS. Grantee shall comply with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

4.6. Interruptions. The City will follow all State of Illinois One Call Notice System (aka JULIE) related to safe digging around facilities within the Public Way and will physically identify Grantee's facilities when digging within two feet of its marked facility.

4.7. City Locations. The Grantee agrees to provide fiber internet service for use by the City of Crest Hill at no cost to the City at the locations set out on Exhibit B, attached hereto and fully incorporated herein.

## **SECTION 5: Oversight and Regulation by City.**

5.1. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. In the event that Grantee voluntarily discloses any proprietary and confidential materials, it shall explicitly designate them as such. Failure by Grantee to explicitly designate materials as proprietary and confidential relieves the City of any obligations under this Section as to those materials. The City agrees to treat any proprietary and confidential information disclosed by the Grantee as confidential and, to the extent permitted by law, only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" may include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may elect to make proprietary or confidential information available for inspection, but not copying or removal.

5.2. FOIA Processes. In executing this Agreement, Grantee acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Grantee further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose designated confidential and proprietary information to a third party making a request under FOIA. In the event that the City receives any FOIA request for designated confidential and proprietary information, the City shall notify the Grantee of said request, in writing, as soon as practicable. Upon receipt of such notice, the Grantee shall have forty-eight (48) hours to either (i) agree to the City's disclosure of the requested information or (ii) demand in writing that the City redact or withhold said information pursuant to this Agreement, provided that any such demand must have



a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA). In the event that the Grantee agrees to the City's disclosure of records containing any designated confidential and proprietary information, or if the Grantee fails to respond to the City within the forty-eight (48) hour period set out above, the Grantee hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Grantee as a result of such disclosure. In the event that the Grantee demands, in writing, that the City redact or withhold any designated confidential and proprietary information, the Grantee hereby agrees to defend and indemnify the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against said City because of the redactions to or withholding of records demanded by the Grantee. Further, in the event that the City redacts or withholds any designated confidential and proprietary information after a written demand made by the Grantee pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Grantee agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorneys' fees, incurred by City in defense of such appeal, review, claim, or other litigation. Production of any document, record, or information under FOIA pursuant to a court order or as directed by the Illinois Attorney General does not constitute a violation of the City's obligations under this Section 5.

5.3 Mandatory Legal Process. In the event that the City receives any subpoena, order, or other mandatory legal process that directs or requests the disclosure of any designated confidential and proprietary information, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request if requested by Grantee, but at no cost or expense to the City. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

## **SECTION 6: Assignment of Agreement.**

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.2. The Grantee, and any proposed assignee for which City consent is required under this Section 6, shall submit a written application to the City containing or accompanied by such information as is reasonably required by the City. If the City should fail to reply to Grantee's notice of assignment and request for consent within sixty (60) days, the City's consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

## **SECTION 7: Insurance, Indemnity, and Limitation of Liability**

7.1. **Insurance.** Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain all insurance coverages required by Chapter 12.04 (Excavations) of the City's code of ordinances, as amended from time to time. All required insurance policies shall name the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds; shall provide the City and its officers, boards, commissions, councils, elected officials, agents, and employees with primary and non-contributory coverage with no requirement of exhaustion; and shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall also provide workers' compensation coverage in accordance with applicable law and shall defend, indemnify, and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Agreement. Grantee shall provide the City with certificates of insurance demonstrating full compliance with this Section prior to commencing any construction activities within the City, and shall provide new or updated certificates upon demand .

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "**Indemnitees**") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "**Indemnification Events**"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during or after the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "**timely**" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. Unless otherwise agreed to between the Parties in writing, the City shall have the right to be defended by its own counsel, selected by the City, but Grantee shall directly pay all associated attorney's fees and costs. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement so long as the Grantee continues to operate a Fiber Optic Network within the corporate boundaries of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from gross negligence or willful misconduct or any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

7.3. **Limitation of Liability.** In connection with the subject matter of this Agreement, neither Party shall be liable to the other Party for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including

negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

## **SECTION 8: Breach of Agreement; Default.**

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the City shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice, the City shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice of the same. In the event that it is impractical to cure the default in such timeframe, Grantee shall request an extension of the cure period in a writing that sets out the reason for the request, Grantee's plan to cure the default, and any other aggravating or mitigating circumstances. Upon receipt of such a written request by the City, the Parties will work in good faith to establish a reasonable cure period, but in the absence of an agreement, the City's determination shall be final. This Agreement will immediately terminate if Grantee's approval, authorization, certification or license to provide BIAS or a Fiber Optic Network has been terminated or revoked by a final order that is no longer subject to appeal.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

## **SECTION 9: Miscellaneous Provisions.**

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) by overnight courier, or (iii) by delivering the same in person to such Party, addressed as follows:

**To the City:**

City of Crest Hill  
 20600 City Center Boulevard  
 Crest Hill, Illinois 60403  
 Attn: City Administrator

**To the Grantee:**

[FIBER COMPANY]  
 [ADDRESS]

**With copy to:**

Spesia & Taylor  
 1415 Black Road  
 Joliet, Illinois 60435  
 Attn: Michael A. Santschi  
 Em.: [cspesia@spesia-taylor.com](mailto:cspesia@spesia-taylor.com)

**With copy to:**

[LEGAL REPRESENTATIVE]  
 [ADDRESS]

Any notice sent in conformance with this Section shall be deemed delivered: (i) if mailed on the fifth (5<sup>th</sup>) business day following deposit in the United States mail, (ii) if sent by overnight courier on the next business day following transmission, or (iii) if by personal delivery then on the date physically delivered in person.

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5 Governing Law; Exclusive Jurisdiction and Venue. The Parties agree that this Agreement shall be construed under the laws of the State of Illinois without the application of any conflicts of laws principals. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation

related to this Agreement, other than a lawsuit by the City to enforce Grantee's indemnity obligations hereunder, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

9.6. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.8. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.9. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.10. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Agreement in the name of the Grantee.

9.11. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

9.12. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.

*(signatures of the Parties appear on the following page)*

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

**City of Crest Hill,**  
an Illinois municipal corporation

By: Raymond R. Soliman

Its: Mayor

**ATTEST:**

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

(seal)

STATE OF ILLINOIS )  
 ) §§  
COUNTY OF WILL )

### ACKNOWLEDGEMENT

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person Raymond R. Soliman, Mayor of the City of Crest Hill and personally known to me to be the person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act of the City of Crest Hill, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_, 20\_\_.

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

**[FIBER COMPANY],**  
**[a/an] [STATE] [ENTITY]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) §§  
 COUNTY OF \_\_\_\_\_)

### ACKNOWLEDGEMENT

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person \_\_\_\_\_ (*name*), \_\_\_\_\_ (*title*) of **[FIBER COMPANY]** and personally known to me to be the person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act of **[FIBER COMPANY]**, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_, 20\_\_.

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

# **Exhibit A**

## **Access Area**



# **Exhibit B**

## **City Locations**

[MStiff Rev 10/01/25](#)

## CHAPTER 12.28: CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

### Section

12.28.010	Purpose and scope
12.28.020	Definitions
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12.28.176	Construction methods and materials
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12.28.240	Variances
12.28.250	Penalties
12.28.260	Enforcement
12.28.260	Severability

### § 12.28.010 PURPOSE AND SCOPE.

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

(B) Intent. In enacting this chapter, the city intends to exercise its authority over the rights-of-way in the city and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

(1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

(2) Prevent the creation of visual and physical obstructions and other conditions that are

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hazardous to vehicle and pedestrian traffic;

(3) Prevent interference with the facilities and operations of the city's utilities and of other utilities lawfully located in rights-of-way or public property;



(4) Protect against environmental damage, including damage to trees, from the installation of utility facilities;

(5) Protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;

(6) Preserve the character of the neighborhoods in which facilities are installed;

(7) Preserve open space, particularly the tree-lined parkways that characterize the city's residential neighborhoods;

(8) Prevent visual blight from the proliferation of facilities in the rights-of-way; and

(9) Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

(C) Facilities subject to this chapter. This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(D) Franchises, licenses, or similar agreements. The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the city enter into such an agreement. In such an agreement, the city may provide for terms and conditions inconsistent with this chapter.

(E) Effect of franchises, licenses, or similar agreements.

(1) Utilities other than telecommunications providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the city, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) Telecommunications providers. In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(F) Conflicts with other articles. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(G) Conflicts with state and federal laws. In the event that applicable federal or state laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

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

(Ord. 1443, passed 12-17-07)

## Construction of Utility Facilities in the Rights-of-Way

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### § 12.28.020 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires otherwise. A term not described in this section shall have the meaning ascribed to it in Ill. Adm. Code Ch. 92, § 530.30, unless the context clearly requires otherwise.

**AASHTO.** American Association of State Highway and Transportation Officials.

**ANSI.** American National Standards Institute.

**APPLICANT.** A person applying for a permit under this chapter.

**ASTM.** American Society for Testing and Materials.

**BACKFILL.** The methods or materials for replacing excavated material in a trench or pit.

**BORE or BORING.** To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

**CABLE OPERATOR.** That term as defined in 47 U.S.C. 522(5).

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

**CABLE SYSTEM.** That term as defined in 47 U.S.C. 522(7).

**CARRIER PIPE.** The pipe enclosing the liquid, gas or slurry to be transported.

**CASING.** A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

**CITY.** The City of Crest Hill, Illinois.

**CLEAR ZONE.** The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

**COATING.** Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

**CODE.** The Municipal Code of the City of Crest Hill.

**CONDUCTOR.** Wire carrying electrical current.

**CONDUIT.** A casing or encasement for wires or cables.

**CONSTRUCTION or CONSTRUCT.** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

**COVER.** The depth of earth or backfill over buried utility pipe or conductor.

**CROSSING FACILITY.** A facility that crosses one or more right-of-way lines of a right-of-way.

**DISRUPT THE RIGHT-OF-WAY.** For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such

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work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

**EMERGENCY.** Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

**ENCASEMENT.** Provision of a protective casing.

**ENGINEER.** The City Engineer or ~~his or her designee~~his/her designee.

**EQUIPMENT.** Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

**EXCAVATION.** The making of a hole or cavity by removing material, or laying bare by digging.

**EXTRA HEAVY PIPE.** Pipe meeting ASTM standards for this pipe designation.

**FACILITY.** All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term **FACILITY** shall not include any facility owned or operated by the city.

**FREESTANDING FACILITY.** A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

**FRONTAGE ROAD.** Roadway, usually parallel, ~~providing which provides~~ access to land adjacent to the highway where it is precluded by control of access to a highway.

**HAZARDOUS MATERIALS.** Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the City Engineer or the ~~Street Superintendent~~Public Works Director or his/her designee to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

**HIGHWAY CODE.** The Illinois Highway Code, ILCS Ch. 605, Act 5, §§ 1-101 et seq., as amended from time to time.

**HIGHWAY.** A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. **HIGHWAY** includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

**HOLDER.** A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, ILCS Ch. 220, Act 5, § 21-401.

**IDOT.** Illinois Department of Transportation.

**ICC.** Illinois Commerce Commission.

**JACKING.** Pushing a pipe horizontally under a roadway by mechanical means with or without boring.  
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**JETTING.** Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

**JOINT USE.** The use of pole lines, trenches or other facilities by two or more utilities.

**J.U.L.I.E.** The Joint Utility Locating Information for Excavators utility notification program.

**MAJOR INTERSECTION.** The intersection of two or more major arterial highways.

**OCCUPANCY.** The presence of facilities on, over or under right-of-way.

**PARALLEL FACILITY.** A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

**PARKWAY.** Any portion of the right-of-way not improved by street or sidewalk.

**PAVEMENT CUT.** The removal of an area of pavement for access to facility or for the construction of a facility.

**PERMITTEE.** That entity to which a permit has been issued pursuant to §§ 12.28.040 and 12.28.050 of this chapter.

**PRACTICABLE.** That which is performable, feasible or possible, rather than that which is simply convenient.

**PRESSURE.** The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

**PETROLEUM PRODUCTS PIPELINES.** Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

**PROMPT.** That which is done within a period of time specified by the city. If no time period is specified, the period shall be 30 days.

**PUBLIC ENTITY.** A legal entity that constitutes or is part of the government, whether at local, state or federal level.

**RESTORATION.** The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

**RIGHT-OF-WAY OR RIGHTS-OF-WAY.** Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the city has the right and authority to authorize, regulate or permit the location of facilities other than those of the city. **RIGHT-OF-WAY OR RIGHTS-OF-WAY** shall not include any real or personal city property that is not specifically described in the previous two sentences and shall not include city buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

**ROADWAY.** That part of the highway that includes the pavement and shoulders.

**SALE OF TELECOMMUNICATIONS AT RETAIL.** The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

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**SECURITY FUND.** That amount of security required pursuant to § 12.28,100.

**SHOULDER.** A width of roadway, adjacent to the pavement, ~~providing~~which provides lateral support to the pavement edge and ~~providing~~provides an area for emergency vehicular stops and storage of snow removed from the pavement.

**~~SMALL WIRELESS FACILITY.~~** As defined in section ~~42-28-212~~12.28.210 of this chapter.

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**SOUND ENGINEERING JUDGMENT.** A decision(s) consistent with generally accepted engineering principles, practices and experience.

**~~STREET SUPERINTENDENT~~PUBLIC WORKS DIRECTOR.** The City ~~Superintendent of streets~~Public Works Director or his/her designee.

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**TELECOMMUNICATIONS.** This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. **TELECOMMUNICATIONS** shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. **TELECOMMUNICATIONS** shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. **TELECOMMUNICATIONS** shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. §76.1500 and following), as now or hereafter amended.

**TELECOMMUNICATIONS PROVIDER.** Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

**TELECOMMUNICATIONS RETAILER.** Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

**TRENCH.** A relatively narrow open excavation for the installation of an underground facility.

**UTILITY.** The individual or entity owning or operating any facility as defined in this chapter.

**VENT.** A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

**VIDEO SERVICE.** That term as defined in ILCS Ch. 220, § 21-20l(v) of the Illinois Cable and Video Competition Law of 2007.

**WATER LINES.** Pipelines carrying raw or potable water.

**WET BORING.** Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.  
(Ord. 1443, passed 12-17-07)

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## Construction of Utility Facilities in the Rights-of-Way

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### § 12.28.030 ANNUAL REGISTRATION REQUIRED.

Every utility that occupies right-of-way within the city shall register on January 1 of each year with the ~~Street Superintendent~~Public Works Director or his/her designee, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in § 12.28.080 of this chapter, in the form of a certificate of insurance. (Ord. 1443, passed 12-17-07)

### § 12.28.040 PERMIT REQUIRED; APPLICATIONS AND FEES.

(A) Permit required. No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any city right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this chapter), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the City ~~Street Superintendent~~Public Works Director or his/her designee and obtaining a permit from the city therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. Small wireless facilities shall also be subject to the permit requirements of Section 12.28.024210.

(B) Permit application. All applications for permits pursuant to this chapter shall be filed on a form provided by the city and shall be filed in such number of duplicate copies as the city may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. Small wireless facilities shall also be subject to the permit requirements of Section 12.28.024210.

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(C) Minimum general application requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

(1) The utility's name and address and telephone and telecopy numbers;

(2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;

(3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, contractors and subcontractors, if any, advising or performing work for the applicant with respect to the application.

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(4) Provide name, addresses and telephone number and email address of person or department that will handle non-emergency and residential complaints.

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(3) Any and all residential complaints and non-emergency complaints received must be logged and reported to the City on a bi-monthly basis. The report shall include the residents' contact number and address, complaint and resolution. This report shall be emailed to Public Works Director or his/her designee.

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(4)(5) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

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~~(5)(6)~~ Evidence that the utility has placed on file with the city:

(a) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

(b) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the city and shall

### Construction of Utility Facilities in the Rights-of-Way

promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;

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~~(6)~~(7) Drawings, plans and specifications showing the work proposed, including the certification of an engineer registered as a PE in the State of Illinois that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;

~~(7)~~(8) Evidence of insurance as required in § 12.28.080 of this chapter;

~~(8)~~(9) Evidence of posting of the security fund as required in § 12.28.010 of this chapter;

~~(9)~~(10) Any request for a variance from one or more provisions of this chapter (see § 12.28.210); and

~~(10)~~(11) Such additional information as may be reasonably required by the city.

(D) Supplemental application requirements for specific types of utilities. In addition to the requirements of division (C) of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

~~(1)~~ In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

~~(2)~~ The maximum length 2,000 ft of installation for telecommunications for a single permit. The permittee is required to have a permit for each section of 2,000 ft.

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~~(3)~~(3) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

~~(3)~~(4) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

~~(4)~~(5) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Metropolitan Water Reclamation District (other local or state entities with jurisdiction), have been satisfied; or

~~(5)~~(6) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

(E) Applicant's duty to update information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within 30 days after the change necessitating the amendment.

(F) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$250 plus the City can recover all direct, consultants and legal fees associated with the permittee coming in the ROW. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act. (Ord. 1443, passed 12-17-17)

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#### § 12.28.050 ACTION ON PERMIT APPLICATIONS.

(A) City review of permit applications. Completed permit applications, containing all required documentation, shall be examined by the City ~~Street-Superintendent~~Public Works Director or his/her designee within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the City ~~Street-Superintendent~~Public Works Director or his/her designee shall reject such application in writing, stating the reasons therefor. If the City ~~Street-Superintendent~~Public Works Director or his/her designee is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the City ~~Street-Superintendent~~Public Works Director or his/her designee shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the City ~~Street-Superintendent~~Public Works Director or his/her designee, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

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

(I) Pursuant to ILCS, Ch. 220, Act 65, § 4 of the Telephone Company Act, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the city not less than ten days prior to the commencement of work requiring no excavation and not less than 30 days prior to the commencement of work requiring excavation. The City ~~Street-Superintendent~~Public Works Director or his/her designee shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

(2) In the event that the City ~~Street-Superintendent~~Public Works Director or his/her designee fails to provide such specification of location to the telecommunications retailer within either (a) ~~45~~ten days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or (b) ~~45~~25 days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.

(3) Upon the provision of such specification by the city, where a permit is required for work pursuant to § 12.28.040 of this chapter the telecommunications retailer shall submit to the city an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of division (A) of this section.

(C) Additional ~~village~~City review of applications of holders of state authorization under the Cable and Video Competition Law of 2007. Applications by a utility that is a holder of a state-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted 45 days after submission to the city, unless otherwise acted upon by the city, provided the holder has complied with applicable city codes and rules, ordinances, and regulations even if a permit is not issued. (Ord. 1443, passed 12-17-07)

#### § 12.28.060 EFFECT OF PERMIT.

(A) Authority granted; no property right or other interest created. A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

(B) Duration. No permit issued under this chapter shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion. 2008-S-17



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(C) Pre-construction meeting ~~at the City's request for special projects or for projects valued at over \$250,000.00 required or more.~~ No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the city with such city representatives in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

(D) Compliance with all laws required. The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations.  
(Ord. 1443, passed 12-17-07)

### § 12.28.070 REVISED PERMIT DRAWINGS.

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within 90 days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with § 12.28.210 of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.  
(Ord. 1443, passed 12-17-07)

### § 12.28.080 INSURANCE.

(A) Required coverages and limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in divisions (A)(1) and (A)(2) below:

(1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

- (a) Five million dollars for bodily injury or death to each person;
- (b) Five million dollars for property damage resulting from any one accident; and
- (c) Five million dollars for all other types of liability.

(2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for personal injury and property damage for each accident;

(3) Worker's compensation with statutory limits; and

(4) Employer's liability insurance with limits of not less than \$1,000,000 per employee and per accident.  
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If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

(B) Excess or umbrella policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

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

(D) Maintenance and renewal of required coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the city, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew."

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

(E) Self-insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by division (A) of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under division (A), or the requirements of divisions (B), (C) and (D) of this section. A utility that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under division (A) of this section, such as evidence that the utility is a "private self insurer" under the Workers Compensation Act.

(F) Effect of insurance and self-insurance on utility's liability. The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

(G) Insurance companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.090 INDEMNIFICATION.

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed

### ~~Construction of Utility Facilities in the Rights-of-Way~~

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or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.100 SECURITY.

(A) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this section. The Security Fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- (1) The faithful performance by the permittee of all the requirements of this chapter;
- (2) Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and
- (3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this chapter or any other applicable law.

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

- (1) Provide that it will not be canceled without prior notice to the city and the permittee;
- (2) Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and
- (3) Shall provide a location convenient to the city and within the State of Illinois at which it can be drawn.

~~(C) Amount. Excavation Bond for Utilities in Right of Way. The dollar amount of the Security Excavation Bond shall be in place and approved by the City prior to issuance of a permit. The Bond Fund shall be sufficient to provide for the reasonably estimated cost to remove any above grade structures and restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit plus all erosion and sediment control to complete the restoration work. The permittee shall provide an estimate of cost to complete the work defined above minus any direct costs required by the City to be as determined approved by the City Street Superintendent Public Works Director or his/her designee. The -and- approved bond amount may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee fails to perform such restoration.~~

~~(E) Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the City Street Superintendent Public Works Director or his/her designee may, in the exercise of sound discretion, allow the permittee to post a single amount of security Excavation Bond, which shall be applicable~~

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to each phase of the construction under the permit. The amount of the ~~Security Fund~~Excavation bond for phased construction shall be equal to the greatest amount that would have been required under the provisions of this division for any single phase.

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(D) Withdrawals. The city, upon 14 days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this division, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the city for such amount within the ~~14 day~~ 14-day notice period. Withdrawals may be made if the permittee:

- (1) Fails to make any payment required to be made by the permittee hereunder;
- (2) Fails to pay any liens relating to the facilities that are due and unpaid;
- (3) Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- (4) Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the Security Fund.

(E) Replenishment. Within 14 days after receipt of written notice from the city that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in division (C) of this section.

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

(G) Closing and return of Security Fund. Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

(H) Rights not limited. The rights reserved to the city with respect to the Security Fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.110 PERMIT SUSPENSION AND REVOCATION.

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

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Non-compliance with this chapter;
- (3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or

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(4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

(B) Notice of revocation or suspension. The city shall send written notice of ~~with~~ its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

(C) Permittee alternatives upon receipt of notice of revocation or suspension. Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:

(1) Immediately provide the city with evidence that no cause exists for the revocation or suspension;

(2) Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five working days after receipt of the written notice of revocation; or

(3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the city providing written proof of such removal to the city within ten days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this section.

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

(E) Failure or refusal of the permittee to comply. If the permittee fails to comply with the provisions of division (C) of this section, the city or its designee may, at the option of the city: (1) correct the deficiencies; (2) upon not less than 20 days notice to the permittee, remove the subject facilities or equipment; or (3) after not less than 30 days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal.

(Ord. 1443, passed 12-17-07)

#### § 12.28.120 CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS

(A) Notification of change. A utility shall notify the city no less than 30 days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right-of-way.

(B) Amended permit. A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right-of-way.

(C) Insurance and bonding. All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

(Ord. 1443, passed 12-17-07)

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## ~~Construction of Utility Facilities in the Rights-of-Way~~

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### § 12.28.130 GENERAL CONSTRUCTION STANDARDS.

(A) Standards and principles. All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- (1) Standard specifications for road and bridge construction;
- (2) Supplemental specifications and recurring special provisions;
- (3) Highway Design Manual;
- (4) Highway Standards Manual;
- (5) Standard specifications for traffic control items;
- (6) Illinois Manual on Uniform Traffic Control Devices (Ill. Adm. Code Ch. 92, § 545);
- (7) Flagger's Handbook; and
- (8) Work Site Protection Manual for Daylight Maintenance Operations.

~~(B) City of Crest Hill Standard Construction Details -In addition, all applicable "City Standards" shall also apply to construction in the right of public right of way.~~

~~(B)(C)~~ Interpretation of municipal standards and principles. If a discrepancy exists between or among differing principles and standards required by this chapter, the City ~~Street Superintendent~~~~Public Works Director or his/her designee~~ shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the City ~~Street Superintendent~~~~Public Works Director or his/her designee~~ shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.  
(Ord. 1443, passed 12-17-07)

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### § 12.28.140 ~~TRAFFIC~~TRAFFIC CONTROL.

(A) Minimum requirements. The city's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

(B) Warning signs, protective devices, and flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

(C) Interference with traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

(D) Notice when access is blocked. At least 48 hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to § 12.28.200 of this chapter, the utility shall provide such notice as is practicable under the circumstances.

(E) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city.  
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(Ord. 1443, passed 12-17-07)

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## Construction of Utility Facilities in the Rights-of-Way

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### § 12.28.150 LOCATION OF FACILITIES.

~~(A) As part of the permit process, the owners of the facility being installed shall gain approval from the City for the locations of utility facilities within public right of way and the location and size of cabinets and handhole being installed. The city shall have the right to control the location of these items in its right of way in order to not interfere with current or future city facilities or future or existing private utilities.~~

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~~(A)~~(B) General requirements. In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

(1) No interference with city facilities. No utility facilities shall be placed in any location if the City ~~Street Superintendent~~Public Works Director or his/her designee determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities.

(2) Minimum interference and impact. The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.

(3) No interference with travel. No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

(4) No limitations on visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.

(5) Size of utility facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

~~(B)~~(C) Parallel facilities located within highways.

(1) Underground parallel facilities required. Unless preemptive state law or a franchise grants the utility the right to locate parallel facilities aboveground or unless a variance is otherwise granted as hereinafter provided, all utility facilities located in that portion of a right-of-way parallel to a highway or street shall be located underground.

(2) Underground parallel facilities. ~~An underground parallel facility may be located within the right-of-way lines of a highway only if:~~

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(a) The facility is located as near the right-of-way line as practicable and not more than eight feet (2.4m) from and parallel to the right-of-way line;

(b) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (such as a new cable may be installed in existing conduit without disrupting the pavement); and

(c) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.

(3) Underground parallel facilities. ~~An overhead parallel facility may be located within the right-of-way lines of a highway or street only if:~~

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(a) The design materials and construction methods will provide maximum maintenance-free service life;

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(b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation;

(c) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

(d) No pole is located in the ditch line of a highway; and

(e) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.

~~(C)(D)~~ Facilities crossing highways.

(1) Underground crossing facilities required. Unless preemptive state law or a franchise grants the utility the right to locate crossing facilities aboveground or unless a variance is granted as hereinafter provided, all utility facilities that cross a highway right-of-way shall be located underground.

(2) No future disruption. The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

(3) Cattle passes, culverts, or drainage facilities. Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

(4) Ninety degree crossing required. Crossing facilities shall cross at or as near to a ~~90 degree~~ 90-degree angle to the centerline as practicable.

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(5) Overhead power or communication facility. If a variance has been granted, an overhead power or communication facility may cross a highway only if:

(a) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (Ill. Adm. Code Ch. 83, 305);

(b) Poles are located within one foot (~~0.3 m~~) of the right-of-way line of the highway and outside of the clear zone; and

(c) Overhead crossings at major intersections are avoided.

(6) Underground power or communication facility. An underground power or communication facility may cross a highway only if:

(a) The design materials and construction methods will provide maximum maintenance-free service life; and

(b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

(7) Markers. The city may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current federal regulations. (49 C.F.R. §192.707 (1989)).

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~~(D)~~(E) Facilities to be located within particular rights-of-way. The city may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

~~(E)~~(F) Freestanding facilities.

(1) Immediately upon filing a permit application which includes a freestanding facility, the utility shall meet with the ~~Street Superintendent~~Public Works Director or his/her designee and schedule an on-site review. In accordance with the standards and purposes of this chapter, the city may restrict the location and size of any freestanding facility located within a right-of-way, as appropriate to mitigate the impact upon the right-of-way and adjoining property.

(2) The city may require any freestanding facility located within a right-of-way to be screened from view.

~~(F)~~(G) Facilities installed above ground. Above ground facilities, including freestanding facilities, may be installed only if:

(1) No other existing facilities in the area are located underground;

(2) New underground installation is not technically feasible; and

(3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is prohibited unless the ~~Street Superintendent~~Public Works Director or his/her designee makes a written finding that it is impracticable to use existing utility poles and light standards.

~~(G)~~(H) Facility attachments to bridges or roadway structures.

(1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

(2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

(a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

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

(c) The alternative routings available to the utility and their comparative practicability;

(d) The proposed method of attachment;

(e) The ability of the structure to bear the increased load of the proposed facility;

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- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk involved.

(H)(1) Appearance standards.

(H)(1) The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.

(2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.160 CONTRACTOR WORKFORCE IDENTIFICATION AND PUBLIC NOTIFICATION SIGNAGE.

##### (A) Contractor Workforce Identification.

- a. All employees of the permittee and contractor must have visible ID tag that includes the company name and logo, name of the employee, job title, signature and employee number.
- b. All trucks and vehicles must have on them the company logo that is of the size that which is clearly visible.

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##### (B) Public Notification Signing

- a. The company will be allowed to install public notification signing of the construction.
  - i. All signing must be approved by the City.
  - ii. Signs shall be installed no earlier than 5 days prior but at least or 3 days minimum prior to the start of construction.
  - iii. All signs must be removed 3 days after final restoration has been completed.

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#### § 12.28.1760 CONSTRUCTION METHODS AND MATERIALS.

(A) Locates. All utilities proposing to construct, repair or maintain facilities in the city shall contact J.U.L.I.E. and the City's Public Works Department a minimum 3 working days prior to excavation to ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its existing or proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities.

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

##### (1) Boring or jacking.

(a) Pits and shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the City Street-SuperintendentPublic Works Director of his/her designee from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

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(b) Wet boring or jetting. Wet boring or jetting shall not be permitted under the

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roadway.

(c) Borings with diameters greater than six inches. Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).

(d) Borings with diameters six inches or less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

(e) Tree preservation. Any facility located within the drip line of any tree designated by the city to be preserved or protected shall be bored under or around the root system.

(2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOTs "Standard Specifications for Road and Bridge Construction" or with city standards, whichever standards are more restrictive.

(a) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the City ~~Street Superintendent~~Public Works Director or his/her designee.

(b) Open trench and excavated material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control

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Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

(c) Drip line of trees. The utility shall not trench within the drip line of any tree designated by the city to be preserved.

(d) Pavement cut standards. Any pavement cuts required and authorized by the city shall comply with all requirements set out in division (A)(4) below.

#### (3) Backfilling.

(a) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

(b) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the ~~Street Superintendent~~Public Works Director or his/her designee, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the ~~Street Superintendent~~Public Works Director or his/her designee.

#### (4) Pavement cuts.

(a) Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. Pavement cuts for facility installation or repair shall be permitted on a street or highway only if:

1. Required by sound engineering judgment, as determined by the ~~Street Superintendent~~Public Works Director or his/her designee, where the Superintendent determines that boring is not practicable;

2. Appropriate traffic control measures are approved by the ~~Street Superintendent~~Public Works Director or his/her designee;

3. Appropriate pavement rehabilitation measures are approved by the ~~Street Superintendent~~Public Works Director or his/her designee (up to and including full width pavement resurfacing).

(b) If a variance to the limitation set forth in this division is permitted under § 12.28.210, the following requirements shall apply:

1. Any excavation under pavements shall be backfilled ~~with flowable fill and compacted as soon as practicable with granular material of CA-6 or flowable fill gradation, as approved designated by the~~ ~~Street Superintendent~~Public Works Director or his/her designee.

2. Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.

3. All saw cuts shall be full depth.

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4. For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last seven years, permits shall not be issued unless such work

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is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a **J.U.L.I.E.** locate.

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(5) Encasement.

(a) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the city.

(b) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

(c) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.

(d) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

(e) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided.

(f) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

(6) Minimum cover of underground facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Electric Lines	30 inches <del>(0.8 m)</del>
Communication, Cable or Video Service Lines	<del>30</del> 18 to 24 Inches <del>(0.6 m, as determined by city)</del>
Gas or Petroleum Products	<del>36</del> 0 inches <del>(0.8 m)</del>
Water Line	Sufficient Cover to Provide Freeze Protection
Sanitary Sewer, Storm Sewer, or Drainage Line	Sufficient Cover to Provide Freeze Protection

(7) Area restoration. As required by the ~~Street Superintendent~~ **Public Works Director or his/her designee**, and to the extent practicable, all areas disturbed by the work of installing the facilities shall be restored to their original configuration and condition. Where necessary, grassy areas shall be reseeded.

~~(B)(C)~~ Standards and requirements for particular types of facilities.

(1) Electric power or communication lines.

(a) Code compliance. Electric power or communications facilities within city rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of Ill. Adm. Code, Ch. 83, Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines," and the National Electrical Safety Code.

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(b) Overhead facilities. Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

(c) Underground facilities.

1. Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

2. If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if:

a. The crossing is installed by the use of "moles," "whip augers," or other approved method which compress the earth to make the opening for cable installation; or

b. The installation is by the open trench method which is only permitted prior to roadway construction.

3. Cable shall be grounded in accordance with the National Electrical Safety Code.

4. Burial of drops. All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the city. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten business days after placement.

(2) Underground facilities other than electric power or communication lines. Underground facilities other than electric power or communication lines may be installed by:

(a) The use of "moles," "whip augers," or other approved methods which compress the earth to make the opening for the pipe;

(b) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

(c) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

(d) Tunneling with vented encasement, but only if installation is not possible by other means.

(3) Gas transmission, distribution and service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a city-approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 -Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR § 192), IDOT's "Standard Specifications for Road and Bridge Construction," and all other applicable laws, rules, and regulations.

(4) Petroleum products pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

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(5) Waterlines, sanitary sewer lines, storm water sewer lines or drainage lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current "Standard Specifications for Water and Sewer Main Construction in Illinois."

(6) Ground mounted appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the ~~Street Superintendent~~Public Works Director or his/her designee. With the approval of the ~~Street Superintendent~~Public Works Director or his/her designee, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

### (C)(D) Materials.

(1) General standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

(2) Material storage on right-of-way. No material shall be stored on the right-of-way without the prior written approval of the City ~~Street Superintendent~~Public Works Director or his/her designee. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the city.

(3) Hazardous materials. The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

### (D)(E) Operational restrictions.

(1) Construction operations on rights-of-way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

(2) These restrictions may be waived by the ~~Street Superintendent~~Public Works Director or his/her designee when emergency work is required to restore vital utility services.

(3) Unless otherwise permitted by the city, the hours of construction are those set forth in § 9.42.035 of this Code.

### (E)(F) Location of existing facilities. Any utility proposing to construct facilities in the city shall contact

J.U.L.I.E., and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (ILCS, Ch. 220, Act 50, §§1et seq.) (Ord. 1443, passed 12-17-07)

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## § 12.28.1870 VEGETATION CONTROL.

(A) Electric utilities - compliance with state laws and regulations. An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the city as permitted by law.

(B) Other utilities - tree trimming permit required. Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

(1) Application for tree trimming permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

(2) Damage to trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

(C) Specimen trees or trees of special significance. The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

(D) Chemical use.

(1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the city for any purpose, including the control of growth, insects or disease.

(2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the ~~Street Superintendent~~ Public Works Director or his/her designee that such spraying is the only practicable method of vegetation control.  
(Ord. 1443, passed 12-17-07)

## § 12.28.1980 REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES.

(A) Notice. Within 90 days following written notice from the city, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way.

(B) Removal of unauthorized facilities. Within 30 days following written notice from the city, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

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(1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

(2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

(3) If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or

(4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

(C) Emergency removal or relocation of facilities. The city retains the right and privilege to cut or move any facilities located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

(D) Abandonment of facilities. Upon abandonment of a facility within the rights-of-way of the city, the utility shall notify the city within 90 days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the City ~~Street Superintendent~~Public Works Director or his/her designee determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.  
(Ord. 1443, passed 12-17-07)

### § 12.28.20190 CLEAN-UP AND RESTORATION.

The utility shall remove all excess material and restore all turf and terrain and other property within ten days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the City ~~Street Superintendent~~Public Works Director or his/her designee. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the City ~~Street Superintendent~~Public Works Director or his/her designee for good cause shown.  
(Ord. 1443, passed 12-17-07)

### § 12.28.2190 MAINTENANCE AND EMERGENCY MAINTENANCE.

(A) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.

(B) Emergency maintenance procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

(I) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of

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equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

(2) In an emergency, the utility shall, as soon as possible, notify the City ~~Street Superintendent~~Public Works Director or his/her designee or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the city police shall be notified immediately.

(3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

(C) Emergency repairs. The utility must file in writing with the city a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.220 AS BUILT PLANS

A. Purpose: The purpose of this section is to establish a condition of the permit for the permittee to provide the city a copy of the As built plans in GIS format within 60 calendar days after the project is completed.

#### § 12.28.230 SMALL WIRELESS FACILITIES.

A. Purpose: The purpose of this section is to establish standards for the location, installation, and maintenance of small wireless facilities in compliance with the Illinois Small Wireless Facilities Deployment Act 1 and City standards. Small wireless facilities shall be subject to the requirements of this section, this chapter, and Federal law.

B. Definitions: Words or phrases in this section that are not defined in this subsection B or in section 12.28.020 of this chapter shall have the meanings ascribed to them in the Illinois Small Wireless Facilities Deployment Act. The following words and phrases have the meanings ascribed to them:

ANTENNA: Means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

COLLOCATE OR COLLOCATION: Means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

MICRO WIRELESS FACILITY: Means a small wireless facility that is not larger in dimension than twenty four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height and that has an exterior antenna, if any, no longer than eleven inches (11").

RIGHT-OF-WAY OR ROW: For the purposes of collocation of small wireless facilities, means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use, and does not include City-owned aerial lines.

SWF ACT: Means the Illinois Small Wireless Facilities Deployment Act, 50 Illinois Compiled Statutes 835/1 et seq.

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## Construction of Utility Facilities in the Rights-of-Way

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SMALL WIRELESS FACILITY OR SWF: Means a wireless facility that meets both of the following qualifications: 1) each antenna is located inside an enclosure of no more than six (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 six (6) cubic feet; and 2) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (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: Means a pole or similar structure that is used in whole or in part by communications service provider or for electric distribution, lighting, traffic control, or a similar function.

WIRELESS FACILITY: Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: 1) equipment associated with wireless communications and 2) 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 the structure or improvements on, under, or within which the equipment is collocated or 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: Means any entity 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: Means a wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES: Means 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, using wireless facilities.

WIRELESS SERVICES PROVIDER: Means an entity that provides wireless services.

WIRELESS SUPPORT STRUCTURE: Means 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.

C. Permit Required: No SWF may be installed within the City unless a permit is first obtained in accordance with the provisions of this chapter; provided, however, that micro wireless facilities may be subject to the limited permitting requirements of subsection Q of this section.

D. Permit Application: All applicants for a permit to install an SWF within the City must submit a written permit application to the Director of Public Works by personal delivery, on a form provided by the City. The permit application must include the following information and the information required by section 7-5-4 of this chapter, as applicable:

1. Contact Information: The names and contact information of the wireless services provider and the wireless infrastructure provider if any.
2. Description: A description and depiction of the wireless services provider's existing SWFs located within the City.
3. Location, Photographs: The location where each proposed small wireless facility or utility pole would be installed, including photographs of the location and its surroundings, depicting the

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utility poles or structures on which each proposed small wireless facility would be mounted or the location where a utility pole would be installed.

4. Specifications, Drawings: Specifications and drawings prepared by a licensed professional structural engineer for each proposed SWF as it is proposed to be installed, with a certification that each SWF complies with all applicable size and location standards.

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5. Structural Analysis: A site-specific structural analysis for each location by a licensed professional structural engineer as well as any make-ready analysis for a City utility pole that includes addressing the acceptability of the site for factors such as pole loading from existing utility equipment and conductors as well as the small wireless facility.

6. Equipment, Model Numbers: The equipment type and model numbers for the antennas and all other wireless equipment associated with each proposed SWF.

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7. Number: The total number of SWFs the wireless services provider estimates it will seek within the City.

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8. Schedule: A proposed schedule for the installation and completion of each proposed SWF, if approved

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9. Proof Of Insurance: Proof of insurance coverage of the types and amount set forth in section 7-5-8 of this chapter.

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10. Certification Of SWF Act Compliance: A certification that the proposed SWF complies with subsection 15(d)(6) of the SWF Act and this chapter.

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11. Application Fees: An application fee in the amount established in the amount of: a) six hundred fifty dollars (\$650.00) for a single SWF, or b) three hundred fifty dollars (\$350.00) for each proposed SWF if the application includes two (2) or more SWFs, or c) one thousand dollars (\$1,000.00) for each SWF that includes the installation of a new utility pole.

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12. Owner, Co-Owner Certification: A certification from the owner or co-owner of the utility pole or wireless support structure that the owner or co-owner has approved installation of an SWF on the utility pole or wireless support structure.

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D. Review Of Application: Applications will be reviewed in accordance with the following process, except that the Director of Public Works may alter the review process for an application as appropriate based on the elements of that application; provided, however, that the review process will be consistent with the SWF Act:

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1. Determination Of Completeness: Within thirty (30) days after an application is filed, the Director of Public Works will determine whether the application is complete. The Director of Public Works will notify the applicant of his or her determination. If an application is not complete, then the Director of Public Works will identify the missing information.

2. Processing Time Period: The Director of Public Works will process a complete application to collocate: a) an SWF on an existing utility pole or wireless support structure within ninety (90) days, and b) an SWF on a new utility pole within one hundred twenty (120) days.

3. Approvals; Permits; Duration: The Director of Public Works will approve an application and issue a permit if it meets all requirements of the SWF Act and applicable City Code requirements. All collocation under the permit must be completed within one hundred eighty (180) days after issuance of the permit, unless otherwise mutually agreed or for reasons authorized under the SWF Act. A permit is valid for five (5) years.

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### Construction of Utility Facilities in the Rights-of-Way

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4. Renewal: When the permit expires, the City will renew the permit except if the City determines the SWF does not conform to any applicable Federal, State, or local code or regulation. The wireless provider must provide all reports, plans, and other documents and data necessary for the City to determine conformance of the SWF.

5. Denial: The Director of Public Works will deny an application if it does not meet all requirements of the SWF Act and applicable requirements of this Code. The Director of Public Works will notify the applicant of the denial and the reason or reasons for the denial.

6. Extensions Of Time: The time period for applications may be tolled by express written agreement of the applicant and the City or a local, State, or Federal disaster declaration or similar emergency that causes the delay.

F. Guidance On SWF Locations: Based on various factors including, among others, public safety, existing utility poles and wireless facilities, and potential adverse impacts, the applicant must consider collocation in these locations, with the items listed from most preferable to least preferable:

1. Public Utilities' Poles: Utility poles owned or maintained by ComEd or other public utilities.

2. City Poles: City-owned utility poles other than light poles or standards (whether existing or to be installed) in the following order of priority: a) within an arterial street right-of-way, b) within a parking lot or on other property related to a governmental or institutional use, and c) within a collector street right-of-way.

3. Privately Owned Poles: Privately-owned utility poles, but only in locations approved by the City.

4. City Light Poles: City-owned light poles or standards (whether existing or to be installed) in the following priority: a) within an arterial street right-of-way, b) within a parking lot or on other property related to a governmental or institutional use, and c) within a collector street right-of-way.

5. Other Poles: Nonresidential: Utility poles, regardless of ownership, located in a rear yard (or abutting easement) of any non-residential property.

6. Other Poles: Residential: Utility poles, regardless of ownership, located in a rear yard (or abutting easement) of any residential dwelling.

G. Decorative Utility Poles; Concealment Of SWF: If the Director of Public Works determines that an SWF proposed by the applicant would have an unduly adverse impact on the abutting area unless the SWF is collocated on a decorative pole or is concealed, then the Director of Public Works may require, as a condition of approval of that SWF, a decorative utility pole or concealment. The Director of Public Works or a designee may meet with the applicant to determine the plans for the SWF under that circumstance. If an agreement on plans cannot be reached, then the Director of Public Works may deny the permit for that proposed SWF.

H. Prohibited Locations: SWFs are prohibited at the following locations except as otherwise required by applicable law:

1. Residential Property: On any property classified in a residential district under the City's zoning ordinance.

2. Private Property: On any privately-owned property except with the approval of the City.

3. Government Property: On any property owned or controlled by a unit of local government that is not located within rights-of-way, except with the permission of the local government and approval of the City.

4. Poles With Equipment: On any utility pole that includes equipment such as capacitor banks, transformers, cable terminals, cable rises, fuses, or disconnects.

I. Size, Height, And Location Of Components:

1. Volume: No element of an SWF may exceed six (6) cubic feet in volume and all other wireless equipment attached directly to a utility pole associated with the SWF is cumulatively not more than twenty five (25) cubic feet.

2. Height Above Pole: No element of an SWF may extend more than ten feet (10') above a utility pole or wireless support structure on which it is collocated.

3. New Utility Pole, Wireless Support Structure Height: A new or replacement utility pole or a new wireless support structure on which an SWF will be collocated may not exceed the higher of: a) ten feet (10') in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place as of the date the application is submitted to the City, that is located within three hundred feet (300') of the 2008-S-17

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new or replacement utility pole or wireless support structure and that is in the same right-of-way within the City, or b) forty five feet (45') above ground level.

4. New Utility Pole Location: No new utility pole may be constructed for an SWF within one hundred feet (100') of an existing utility pole that the applicant may use on reasonable terms and conditions and without undue technical limits or undue additional costs.

J. Color: Antennas and equipment cabinets must be in colors harmonious with, and that blend with, the natural features, buildings and structures that surround such antenna and supporting structures, as well as the utility poles or wireless support structures to which they are attached, as determined by the Director of Public Works. Any wiring or cables must be covered with an appropriate cover.

K. Landscaping: The immediate area around any ground-mounted equipment or cabinets must be landscaped in a manner that largely screens the equipment and cabinets.

L. Safety Requirements:

1. Mounting Strength: The strength and sufficiency of the support structure, and the mounting of the antenna and related equipment, must be verified and stamped by a licensed structural engineer on the drawing required under subsection D of this section.

2. Guy Wires Prohibited: No guy wire or other support wires may be used in connection with an SWF antenna or its related equipment except for preexisting guy wires or other support wires on a preexisting wireless support structure.

3. Grounding: An SWF antenna and related structure must be bonded to a ground rod.

4. Emergency Disconnection: An SWF antenna must have an emergency disconnect.

5. Lighting: No SWF may be lighted unless required by the Federal Aviation Administration or other Federal or State agency with jurisdiction and authority.

6. Signs And Advertising: Unless required by Federal or State law, or by a rule of a Federal or State regulatory agency with jurisdiction and authority, no markings, signs, or advertising of any kind may be placed on any SWF component except unobtrusive identification or location markings.

7. Building Codes And Safety Standards: An SWF must meet or exceed: a) all requirements of this Code, b) all other applicable local and State Building Codes and Electrical Codes, c) and industry standards.

8. Regulatory Compliance: Each SWF and wireless facility must meet or exceed current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other Federal or State agency with jurisdiction and authority.

9. Utility Worker Safety: Prior to the commencement of SWF construction, the wireless provider must provide the City with any required safety precautions for individuals working on or near the SWF. If refresher training, personal protective equipment, or tools are required for safety purposes related to an SWF collocated on a City-owned utility pole, then the wireless services provider must reimburse the City for all of its actual costs of those elements.

10. The permit package shall include a NIER report that shows that the installation is within the 1998 health laws governing emissions.

M. IDOT, Will County Approvals: The applicant must provide proof of concurrence of IDOT or Will County for the use of City utility poles located on State or County roads.

N. Abandonment: Any SWF that has been abandoned or is being used for a purpose other than its original purpose must be removed at the owner's expense. Abandonment includes, without limitation, any SWF that is not operated for a continuous period of twelve (12) months, or is otherwise out of operation or repair for any reason, or used for a purpose other than its original purpose. Notice to the owner of the facility must be given in compliance with the requirements of the SWF Act, and the owner must remove the facility within ninety (90) days of such notice.

O. Collocation On City Utility Poles:

1. Rates And Fees For Use Of City Utility Pole: The City will set and charge nondiscriminatory rates and fees for collocation on City utility poles. The City will keep a written schedule of rates and fees in the Office of the City Clerk.

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2. Annual Rate: Each wireless services provider must pay an annual fee of two hundred dollars (\$200.00) for each SWF located on a City utility pole in right-of-way or the actual, direct, and reasonable costs related to the wireless provider's use of space on the City's utility pole and an annual fee of three thousand six hundred dollars (\$3,600.00) for each SWF on City property not located in right-of-way.

3. Operating Agreement: Prior to commencement of SWF construction on a City-owned utility pole, the owner must develop an operating agreement satisfactory to the Director of Public Works. The agreement must include protocols for emergency response and for maintenance of the utility pole and include emergency contacts, a contact for public inquires, the utility billing address, and the legal address of the wireless services provider.

P. SWF Equipment Replacement: The wireless provider must notify the City at least ten (10) days prior to a planned equipment replacement and provide the equipment specifications. The replacement equipment must be the same size and/or smaller than the original installation.

Q. Right-Of-Way Permit: The wireless provider must secure a permit for any activities in the right-of-way that affect traffic patterns or require lane closures.

#### R. General Standards:

1. No Interference: Every wireless provider's operation of a wireless facility must not interfere with the frequencies used by any public safety agency for public safety communications. The wireless provider must install SWFs of the type and frequency that will not cause interference with any 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.

2. Curing Interference: If an SWF causes interference and the wireless provider has been given written notice of the interference by the City or public safety agency, then the wireless provider, at its expense, must take all reasonable steps necessary to correct and eliminate the interference, including, without limitation, powering down the SWF and later powering it up for intermittent testing, if necessary. The City may terminate a permit for an SWF based on interference if the wireless provider 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.

3. Compliance With Contract Terms: Every wireless provider must comply with all requirements imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and to ground-mounted equipment located in right-of-way.

4. Spacing: Every wireless provider must comply with spacing requirements in this section or any other applicable City code or ordinance concerning the location of ground-mounted equipment located in the right-of-way. A wireless provider may apply for a variation of a spacing requirement.

5. Undergrounding: Every wireless provider must comply with all City codes and regulations regarding undergrounding of utilities and facilities that prohibit installation of new, or modification of existing, utility poles in a right-of-way. A wireless provider may apply for a variation of an undergrounding requirement.

6. General City Standards: Every wireless provider must comply with generally applicable City standards for construction and public safety in the rights-of-way, including, without limitation, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and sign restrictions. Every wireless provider must comply with all City regulations applicable to the location, size, surface area and height of wireless facilities and the abandonment and removal of SWFs.

7. Poles For Electricity Distribution: No wireless services provider may collocate an SWF on a City utility pole that is part of an electricity distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the utility pole, except that the antenna and support equipment of the SWF may be located in the communications space on the City's utility pole and on the top of the utility pole if no other utility pole is available and the wireless provider complies with applicable codes for work involving the top of the utility pole. The terms "communications space", "communication worker safety zone", and "electric supply zone" shall have the meanings contained in the National Electric Safety Code.

8. Public Safety Codes: Every wireless provider must comply with all applicable State, County, and City codes, ordinances, and regulations that concern public safety.

9. Decorative, Stealth, And Concealment Standards: Every wireless provider must comply with the City's

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generally applicable written standards for decorative utility poles, and the City's generally applicable standards regarding stealth, concealment, and aesthetics governing occupiers of the right-of-way, including the City's design or concealment measures in a historic district or regarding a historic landmark.

10. Insurance: Every wireless provider must provide insurance as provided in section 7-5-8 of this chapter.

11. Indemnification: Every wireless provider must indemnify the City as provided in section 7-5-9 of this chapter.

S. Installation And Maintenance Of Wireless Facilities: Each wireless provider must construct, install, and maintain all wireless facilities in accordance with the standards set forth in this chapter. (Ord. O2018-29, 7-16-2018)

#### § 12.28.24010 VARIANCES.

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

(B) Authority to grant variances. The City Street-SuperintendentPublic Works Director or his/her designee shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

(C) Conditions for granting of variance. The City Street-SuperintendentPublic Works Director or his/her designee may authorize a variance only if the utility requesting the variance has demonstrated that:

(1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

(2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

(D) Additional conditions for granting of a variance. As a condition for authorizing a variance, the City Street-SuperintendentPublic Works Director or his/her designee may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

(E) Right to appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the City Street-Superintendent Public Works Director or his/her designee under the provisions of this chapter shall have the right to appeal to the City Council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City Council shall commence its consideration of the appeal at the Council's next regularly scheduled meeting occurring at least seven days after the filing of the appeal. The City Council shall timely decide the appeal.

(Ord. 1443, passed 12-17-07)

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~~Construction of Utility Facilities in the Rights-of-Way~~

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§ 12.28.2520 PENALTIES.

Any person who violates, disobeys, *omits*, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.  
(Ord. 1443, passed 12-17-07)

§ 12.28.26430 ENFORCEMENT.

Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter.  
(Ord. 1443, passed 12-17-07)

§ 12.28.2740 SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.  
(Ord. 1443, passed 12-17-07)

**Crest Hill - Streets and Sidewalks**

## CHAPTER 12.28: CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

### Section

- 12.28.010 Purpose and scope
- 12.28.020 Definitions
- 12.28.030 Annual registration required
- 12.28.040 Permit required; applications and fees
- 12.28.050 Action on permit applications
- 12.28.060 Effect of permit
- 12.28.070 Revised permit drawings
- 12.28.080 Insurance
- 12.28.090 Indemnification
- 12.28.100 Security
- 12.28.110 Permit suspension and revocation
- 12.28.120 Change of ownership or owner's identity or legal status
- 12.28.130 General construction standards
- 12.28.140 Traffic control
- 12.28.150 Location of facilities
- 12.28.160 Contractor workforce Identification and Public Information Signage
- 12.28.170 Construction methods and materials
- 12.28.180 Vegetation control
- 12.28.190 Removal, relocation, or modifications of utility facilities
- 12.28.200 Clean-up and restoration
- 12.28.210 Maintenance and emergency maintenance
- 12.28.220 As Built Plans
- 12.28.230 Small Wireless Facilities
- 12.28.240 Variances
- 12.28.250 Penalties
- 12.28.260 Enforcement
- 12.28.270 Severability

### § 12.28.010 PURPOSE AND SCOPE.

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

(B) Intent. In enacting this chapter, the city intends to exercise its authority over the rights-of-way in the city and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

- (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicle and pedestrian traffic;
- (3) Prevent interference with the facilities and operations of the city's utilities and of other utilities lawfully located in rights-of-way or on public property;

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(4) Protect against environmental damage, including damage to trees, from the installation of utility facilities;

(5) Protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;

(6) Preserve the character of the neighborhoods in which facilities are installed;

(7) Preserve open space, particularly the tree-lined parkways that characterize the city's residential neighborhoods;

(8) Prevent visual blight from the proliferation of facilities in the rights-of-way; and

(9) Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

(C) Facilities subject to this chapter. This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(D) Franchises, licenses, or similar agreements. The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the city enter into such an agreement. In such an agreement, the city may provide for terms and conditions inconsistent with this chapter.

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(E) Effect of franchises, licenses, or similar agreements.

(1) Utilities other than telecommunications providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the city, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) Telecommunications providers. In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(F) Conflicts with other articles. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(G) Conflicts with state and federal laws. If applicable federal or state laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

(H) Sound engineering judgment. The city shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the city so determines. Nothing herein shall be construed to limit the ability of the city to regulate its rights-of-way for the protection of the public health, safety and welfare.  
(Ord. 1443, passed 12-17-07)

## § 12.28.020 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires otherwise. A term not described in this section shall have the meaning ascribed to it in Ill. Adm. Code Ch. 92, § 530.30, unless the context clearly requires otherwise.

**AASHTO.** American Association of State Highway and Transportation Officials.

**ANSI.** American National Standards Institute.

**APPLICANT.** A person applying for a permit under this chapter.

**ASTM.** American Society for Testing and Materials.

**BACKFILL.** The methods or materials for replacing excavated material in a trench or pit.

**BORE or BORING.** To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

**CABLE OPERATOR.** That term as defined in 47 U.S.C. 522(5).

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

**CABLE SYSTEM.** That term as defined in 47 U.S.C. 522(7).

**CARRIER PIPE.** The pipe enclosing the liquid, gas or slurry to be transported.

**CASING.** A structural protective enclosure for transmittal devices such as carrier pipes, electrical conductors, and fiber optic devices.

**CITY.** The City of Crest Hill, Illinois.

**CLEAR ZONE.** The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

**COATING.** Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

**CODE.** The Municipal Code of the City of Crest Hill.

**CONDUCTOR.** Wire carrying electrical current.

**CONDUIT.** A casing or encasement for wires or cables.

**CONSTRUCTION or CONSTRUCT.** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

**COVER.** The depth of earth or backfill over buried utility pipe or conductor.

**CROSSING FACILITY.** A facility that crosses one or more right-of-way lines of a right-of-way.

**DISRUPT THE RIGHT-OF-WAY.** For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such



work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

**EMERGENCY.** Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

**ENCASEMENT.** Provision of a protective casing.

**ENGINEER.** The City Engineer or his/her designee.

**EQUIPMENT.** Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

**EXCAVATION.** The making of a hole or cavity by removing material or laying bare by digging.

**EXTRA HEAVY PIPE.** Pipe meeting ASTM standards for this pipe designation.

**FACILITY.** All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term **FACILITY** shall not include any facility owned or operated by the city.

**FREESTANDING FACILITY.** A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

**FRONTAGE ROAD.** Roadway, usually parallel, which provides access to land adjacent to the highway where it is precluded by control of access to a highway.

**HAZARDOUS MATERIALS.** Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the City Engineer or the Public Works Director or his/her designee to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

**HIGHWAY CODE.** The Illinois Highway Code, ILCS Ch. 605, Act 5, §§ 1-101 et seq., as amended from time to time.

**HIGHWAY.** A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. **HIGHWAY** includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

**HOLDER.** A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, ILCS Ch. 220, Act 5, § 21-401.

**IDOT.** Illinois Department of Transportation.

**ICC.** Illinois Commerce Commission.

**JACKING.** Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

**JETTING.** Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

**JOINT USE.** The use of pole lines, trenches or other facilities by two or more utilities.

**J.U.L.I.E.** The Joint Utility Locating Information for Excavators utility notification program.

**MAJOR INTERSECTION.** The intersection of two or more major arterial highways.

**OCCUPANCY.** The presence of facilities on, over or under right-of-way.

**PARALLEL FACILITY.** A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

**PARKWAY.** Any portion of the right-of-way not improved by street or sidewalk.

**PAVEMENT CUT.** The removal of an area of pavement for access to facility or for the construction of a facility.

**PERMITTEE.** That entity to which a permit has been issued pursuant to §§ 12.28.040 and 12.28.050 of this chapter.

**PRACTICABLE.** That which is performable, feasible or possible, rather than that which is simply convenient.

**PRESSURE.** The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

**PETROLEUM PRODUCTS PIPELINES.** Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

**PROMPT.** That which is done within a period of time specified by the city. If no time period is specified, the period shall be 30 days.

**PUBLIC ENTITY.** A legal entity that constitutes or is part of the government, whether at local, state or federal level.

**RESTORATION.** The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

**RIGHT-OF-WAY OR RIGHTS-OF-WAY.** Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the city has the right and authority to authorize, regulate or permit the location of facilities other than those of the city. **RIGHT-OF-WAY OR RIGHTS-OF-WAY** shall not include any real or personal city property that is not specifically described in the previous two sentences and shall not include city buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

**ROADWAY.** That part of the highway that includes the pavement and shoulders.

**SALE OF TELECOMMUNICATIONS AT RETAIL.** The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

**SECURITY FUND.** That amount of security required pursuant to § 12.28.100.

**SHOULDER.** A width of roadway, adjacent to the pavement, which provides lateral support to the pavement edge and provides an area for emergency vehicular stops and storage of snow removed from the pavement.

**SMALL WIRELESS FACILITY.** As defined in section 12.28.210 of this chapter.

**SOUND ENGINEERING JUDGMENT.** A decision(s) consistent with generally accepted engineering principles, practices and experience.

**PUBLIC WORKS DIRECTOR.** The City Public Works Director or his/her designee.

**TELECOMMUNICATIONS.** This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. **TELECOMMUNICATIONS** shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. **TELECOMMUNICATIONS** shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. **TELECOMMUNICATIONS** shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. §76.1500 and following), as now or hereafter amended.

**TELECOMMUNICATIONS PROVIDER.** Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

**TELECOMMUNICATIONS RETAILER.** Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

**TRENCH.** A relatively narrow open excavation for the installation of an underground facility.

**UTILITY.** The individual or entity owning or operating any facility as defined in this chapter.

**VENT.** A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

**VIDEO SERVICE.** That term as defined in ILCS Ch. 220, § 21-201(v) of the Illinois Cable and Video Competition Law of 2007.

**WATER LINES.** Pipelines carrying raw or potable water.

**WET BORING.** Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.030 ANNUAL REGISTRATION REQUIRED.

Every utility that occupies right-of-way within the city shall register on January 1 of each year with the Public Works Director or his/her designee, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in § 12.28.080 of this chapter, in the form of a certificate of insurance.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.040 PERMIT REQUIRED; APPLICATIONS AND FEES.

(A) Permit required. No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any city right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this chapter), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the City Public Works Director or his/her designee and obtaining a permit from the city therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. Small wireless facilities shall also be subject to the permit requirements of Section 12.28.210.

(B) Permit application. All applications for permits pursuant to this chapter shall be filed on a form provided by the city and shall be filed in such number of duplicate copies as the city may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. Small wireless facilities shall also be subject to the permit requirements of Section 12.28.210.

(C) Minimum general application requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

(1) The utility's name and address and telephone and telecopy numbers;

(2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;

(3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, contractors and subcontractors, if any, advising or performing work for the applicant with respect to the application;

(4) Provide name, addresses and telephone number and email address of person or department that will handle non-emergency and residential complaints.

~~(5)~~ Any and all residential complaints and non-emergency complaints received must be logged and reported to the City on a bi-monthly basis. The report shall include the residents' contact number and address, complaint and resolution. This report shall be emailed to Public Works Director or his/her designee.

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~~(6)~~(5) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

~~(7)~~(b) \_\_\_\_\_ Evidence that the utility has placed on file with the city:

(a) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

(b) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the city and shall

promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;

~~(8)~~(7) Drawings, plans and specifications showing the work proposed, including the certification of an engineer registered as a PE in the State of Illinois that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;

~~(9)~~(8) Evidence of insurance as required in § 12.28.080 of this chapter;

~~(10)~~(9) Evidence of posting of the security fund as required in § 12.28.010 of this chapter;

~~(11)~~(10) Any request for a variance from one or more provisions of this chapter (see § 12.28.210); and

~~(12)~~(11) Such additional information as may be reasonably required by the city.

(D) Supplemental application requirements for specific types of utilities. In addition to the requirements of division (C) of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

(1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

(2) The maximum length 2,000 ft of installation for telecommunications for a single permit. The permittee is required to have a permit for each section of 2,000 ft.

(3) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

(4) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

(5) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Metropolitan Water Reclamation District (other local or state entities with jurisdiction), have been satisfied; or

(6) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

(E) Applicant's duty to update information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within 30 days after the change necessitating the amendment.

(F) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$250 plus the City can recover all direct costs, including consultants' and legal fees associated with the permittee coming in the ROW. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act. (Ord. 1443, passed 12-17-17)

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#### § 12.28.050 ACTION ON PERMIT APPLICATIONS.

(A) City review of permit applications. Completed permit applications, containing all required documentation, shall be examined by the City Public Works Director or his/her designee within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the City Public Works Director or his/her designee shall reject such application in writing, stating the reasons therefor. If the City Public Works Director or his/her designee is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the City Public Works Director or his/her designee shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the City Public Works Director or his/her designee, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

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

(1) Pursuant to ILCS, Ch. 220, Act 65, § 4 of the Telephone Company Act, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities and shall be provided by the telecommunications retailer to the city not less than ten days prior to the commencement of work requiring no excavation and not less than 30 days prior to the commencement of work requiring excavation. The City Public Works Director or his/her designee shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

(2) In the event that the City Public Works Director or his/her designee fails to provide such specification of location to the telecommunications retailer within either (a) 45 days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or (b) 45 days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.

(3) Upon the provision of such specification by the city, where a permit is required for work pursuant to § 12.28.040 of this chapter the telecommunications retailer shall submit to the city an application for a permit and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subdivision (A) of this section.

(C) Additional City review of applications of holders of state authorization under the Cable and Video Competition Law of 2007. Applications by a utility that is a holder of a state-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted 45 days after submission to the city, unless otherwise acted upon by the city, provided the holder has complied with applicable city codes and rules, ordinances, and regulations even if a permit is not issued.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.060 EFFECT OF PERMIT.

(A) Authority granted; no property right or other interest created. A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

(B) Duration. No permit issued under this chapter shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

(C) Pre-construction meeting at the City's request for special projects or for projects valued at \$250,000.00 or more. No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the city with such city representatives in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

(D) Compliance with all laws required. The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.070 REVISED PERMIT DRAWINGS.

If the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within 90 days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with § 12.28.210 of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.  
(Ord. 1443, passed 12-17-07)

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#### § 12.28.080 INSURANCE.

(A) Required coverages and limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in divisions (A)(1) and (A)(2) below:

(1) Commercial general liability insurance, including premises liability, operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

- (a) Five million dollars for bodily injury or death to each person;
- (b) Five million dollars for property damage resulting from any one accident; and
- (c) Five million dollars for all other types of liability.

(2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for personal injury and property damage for each accident;

(3) Worker's compensation with statutory limits; and

(4) Employer's liability insurance with limits of not less than \$1,000,000 per employee and per accident.



If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

(B) Excess or umbrella policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

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

(D) Maintenance and renewal of required coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the city, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew."

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

(E) Self-insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by division (A) of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under division (A), or the requirements of divisions (B), (C) and (D) of this section. A utility that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under division (A) of this section, such as evidence that the utility is a "private self insurer" under the Workers Compensation Act.

(F) Effect of insurance and self-insurance on utility's liability. The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

(G) Insurance companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.090 INDEMNIFICATION.

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed

or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.100 SECURITY.

(A) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this section. The Security Fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- (1) The faithful performance by the permittee of all the requirements of this chapter;
- (2) Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and
- (3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this chapter or any other applicable law.

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

- (1) Provide that it will not be canceled without prior notice to the city and the permittee;
- (2) Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and
- (3) Shall provide a location convenient to the city and within the State of Illinois at which it can be drawn.

(C) Excavation Bond for Utilities in Right of Way. An Excavation Bond shall be in place and approved by the City prior to issuance of a permit. The Bond shall be sufficient to remove any above grade structures and restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit plus all erosion and sediment control to complete the restoration work. The permittee shall provide an estimate of cost to complete the work defined above minus any direct costs required by the City to be as approved by the City Public Works Director or his/her designee. The approved bond amount may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee fails to perform such restoration.

Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the City Public Works Director or his/her designee may, in the exercise of sound discretion, allow the permittee to post a single Excavation Bond which shall be applicable to each phase of the construction under the permit. The amount of the Excavation bond for phased construction shall be equal to the greatest

amount that would have been required under the provisions of this division for any single phase.

~~(F)(D)~~ Withdrawals. The city, upon 14 days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this division, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the city for such amount within the 14-day notice period. Withdrawals may be made if the permittee:

- (1) Fails to make any payment required to be made by the permittee hereunder;
- (2) Fails to pay any liens relating to the facilities that are due and unpaid;
- (3) Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- (4) Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the Security Fund.

~~(F)(E)~~ Replenishment. Within 14 days after receipt of written notice from the city that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in division (C) of this section.

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

~~(H)(G)~~ Closing and return of Security Fund. Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

~~(H)(I)~~ Rights not limited. The rights reserved to the city with respect to the Security Fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.110 PERMIT SUSPENSION AND REVOCATION.

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

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Non-compliance with this chapter;
- (3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or

(4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

(B) Notice of revocation or suspension. The city shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

(C) Permittee alternatives upon receipt of notice of revocation or suspension. Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:

(1) Immediately provide the city with evidence that no cause exists for the revocation or suspension;

(2) Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five working days after receipt of the written notice of revocation; or

(3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the city providing written proof of such removal to the city within ten days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this section.

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

(E) Failure or refusal of the permittee to comply. If the permittee fails to comply with the provisions of division (C) of this section, the city or its designee may, at the option of the city: (1) correct the deficiencies; (2) upon not less than 20 days notice to the permittee, remove the subject facilities or equipment; or (3) after not less than 30 days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal.

(Ord. 1443, passed 12-17-07)

#### § 12.28.120 CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS.

(A) Notification of change. A utility shall notify the city no less than 30 days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right-of-way.

(B) Amended permit. A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right-of-way.

(C) Insurance and bonding. All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

(Ord. 1443, passed 12-17-07)

#### § 12.28.130 GENERAL CONSTRUCTION STANDARDS.

(A) Standards and principles. All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- (1) Standard specifications for road and bridge construction;
- (2) Supplemental specifications and recurring special provisions;
- (3) Highway Design Manual;
- (4) Highway Standards Manual;
- (5) Standard specifications for traffic control items;
- (6) Illinois Manual on Uniform Traffic Control Devices (Ill. Adm. Code Ch. 92, § 545);
- (7) Flagger's Handbook; and
- (8) Work Site Protection Manual for Daylight Maintenance Operations.

(B) City of Crest Hill Standard Construction Details -In addition, all applicable "City Standards" shall also apply to construction in the right of public right of way.

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~~(B)(C)~~ Interpretation of municipal standards and principles. If a discrepancy exists between or among differing principles and standards required by this chapter, the City Public Works Director or his/her designee shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the City Public Works Director or his/her designee shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

Commented [RW2R1]: I would add Public. Should read "Public Right of Way"

(Ord. 1443, passed 12-17-07)

#### § 12.28.140 TRAFFIC CONTROL.

(A) Minimum requirements. The city's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

(B) Warning signs, protective devices, and flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

(C) Interference with traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

(D) Notice when access is blocked. At least 48 hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to § 12.28.200 of this chapter, the utility shall provide such notice as is practicable under the circumstances.

(E) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city.

(Ord. 1443, passed 12-17-07)

#### § 12.28.150 LOCATION OF FACILITIES.

~~(A)~~ As part of the permit process, the owners of the facility being installed shall gain approval from the City for the locations of utility facilities within public right of way and the location and size of cabinets and handhole being installed. The city shall have the right to control the location of these items in its right of way in order to not interfere with current or future city facilities or future or existing private utilities.

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(B) General requirements. In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

(1) No interference with city facilities. No utility facilities shall be placed in any location if the City Public Works Director or his/her designee determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities.

(2) Minimum interference and impact. The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.

(3) No interference with travel. No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

(4) No limitations on visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.

(5) Size of utility facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(C) Parallel facilities located within highways.

(1) Underground parallel facilities required. Unless preemptive state law or a franchise grants the utility the right to locate parallel facilities above ground or unless a variance is otherwise granted as hereinafter provided, all utility facilities located in that portion of a right-of-way parallel to a highway or street shall be located underground.

(2) Underground parallel facilities. An underground parallel facility may be located within the right-of-way lines of a highway only if:

(a) The facility is located as near the right-of-way line as practicable and not more than eight feet (2.4m) from and parallel to the right-of-way line;

(b) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (such as a new cable may be installed in existing conduit without disrupting the pavement); and

(c) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.

(3) Underground parallel facilities. An overhead parallel facility may be located within the right-of-way lines of a highway or street only if:



(a) The design materials and construction methods will provide maximum maintenance-free service life;

(b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation;

(c) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

(d) No pole is located in the ditch line of a highway; and

(e) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.

(D) Facilities crossing highways.

(1) Underground crossing facilities required. Unless preemptive state law or a franchise grants the utility the right to locate crossing facilities aboveground or unless a variance is granted as hereinafter provided, all utility facilities that cross a highway right-of-way shall be located underground.

(2) No future disruption. The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

(3) Cattle passes, culverts, or drainage facilities. Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

(4) Ninety degree crossing required. Crossing facilities shall cross at or as near to a 90-degree angle to the centerline as practicable.

Commented [RW3]: Made minor Correction

(5) Overhead power or communication facility. If a variance has been granted, an overhead power or communication facility may cross a highway only if:

(a) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (Ill. Adm. Code Ch. 83, 305);

(b) Poles are located within one foot of the right-of-way line of the highway and outside of the clear zone; and

(c) Overhead crossings at major intersections are avoided.

(6) Underground power or communication facility. An underground power or communication facility may cross a highway only if:

(a) The design materials and construction methods will provide maximum maintenance-free service life; and

(b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

(7) Markers. The city may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current federal regulations. (49 C.F.R. §192.707 (1989)).

(E) Facilities to be located within particular rights-of-way. The city may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

(F) Freestanding facilities.

(1) Immediately upon filing a permit application which includes a freestanding facility, the utility shall meet with the Public Works Director or his/her designee and schedule an on-site review. In accordance with the standards and purposes of this chapter, the city may restrict the location and size of any freestanding facility located within a right-of-way, as appropriate to mitigate the impact upon the right-of-way and adjoining property.

(2) The city may require any freestanding facility located within a right-of-way to be screened from view.

(G) Facilities installed above ground. Above ground facilities, including freestanding facilities, may be installed only if:

(1) No other existing facilities in the area are located underground;

(2) New underground installation is not technically feasible; and

(3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is prohibited unless the Public Works Director or his/her designee makes a written finding that it is impracticable to use existing utility poles and light standards.

(H) Facility attachments to bridges or roadway structures.

(1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

(2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

(a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

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

(c) The alternative routings available to the utility and their comparative practicability;

(d) The proposed method of attachment;

(e) The ability of the structure to bear the increased load of the proposed facility;

- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk involved.

(I) Appearance standards.

(J) The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.

(2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.160 CONTRACTOR WORKFORCE IDENTIFICATION AND PUBLIC NOTIFICATION SIGNAGE.

(A) Contractor Workforce Identification.

(B)a. All employees of the permittee and contractor must have visible ID tag that includes the company name and logo, name of the employee, job title, signature and employee number.

a.b. All trucks and vehicles must have on them the company logo which is clearly visible.

(C)(B) Public Notification Signing

a. The company will be allowed to install public notification signing of the construction.

i. All signing must be approved by the City.

ii. Signs shall be installed no earlier than 5 days prior but at least 3 days minimum prior to the start of construction.

iii. All signs must be removed 3 days after final restoration has been completed.

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#### § 12.28.170 CONSTRUCTION METHODS AND MATERIALS.

(A) Locates. All utilities proposing to construct, repair or maintain facilities in the city shall contact J.U.L.I.E. and the City's Public Works Department a minimum 3 working days prior to excavation to ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its existing or proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities.

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

(1) Boring or jacking.

(a) Pits and shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the City Public Works Director or his/her designee from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

(b) Wet boring or jetting. Wet boring or jetting shall not be permitted under the

roadway.

(c) Borings with diameters greater than six inches. Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).

(d) Borings with diameters six inches or less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

(e) Tree preservation. Any facility located within the drip line of any tree designated by the city to be preserved or protected shall be bored under or around the root system.

(2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOTs "Standard Specifications for Road and Bridge Construction" or with city standards, whichever standards are more restrictive.

(a) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the City Public Works Director or his/her designee.

(b) Open trench and excavated material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control

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Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

(c) Drip line of trees. The utility shall not trench within the drip line of any tree designated by the city to be preserved.

(d) Pavement cut standards. Any pavement cuts required and authorized by the city shall comply with all requirements set out in division (A)(4) below.

(3) Backfilling.

(a) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

(b) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Public Works Director or his/her designee, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Public Works Director or his/her designee.

(4) Pavement cuts.

(a) Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. Pavement cuts for facility installation or repair shall be permitted on a street or highway only if:

1. Required by sound engineering judgment, as determined by the Public Works Director or his/her designee, where the Superintendent determines that boring is not practicable;
2. Appropriate traffic control measures are approved by the Public Works Director or his/her designee;
3. Appropriate pavement rehabilitation measures are approved by the Public Works Director or his/her designee (up to and including full width pavement resurfacing).

(b) If a variance to the limitation set forth in this division is permitted under § 12.28.210, the following requirements shall apply:

1. Any excavation under pavements shall be backfilled with flowable fill as soon as practicable, as approved by the Public Works Director or his/her designee.
2. Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.
3. All saw cuts shall be full depth.
4. For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last seven years, permits shall not be issued unless such work

is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

(5) Encasement.

(a) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the city.

(b) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

(c) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.

(d) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

(e) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided.

(f) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

(6) Minimum cover of underground facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

<b>TYPE OF FACILITY</b>	<b>MINIMUM COVER</b>
Electric Lines	30 inches
Communication, Cable or Video Service Lines	30 Inches
Gas or Petroleum Products	36 inches
Water Line	Sufficient Cover to Provide Freeze Protection
Sanitary Sewer, Storm Sewer, or Drainage Line	Sufficient Cover to Provide Freeze Protection

(7) Area restoration. As required by the Public Works Director or his/her designee, and to the extent practicable, all areas disturbed by the work of installing the facilities shall be restored to their original configuration and condition. Where necessary, grassy areas shall be reseeded.

(C) Standards and requirements for particular types of facilities.

(1) Electric power or communication lines.

(a) Code compliance. Electric power or communications facilities within city rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of Ill. Adm. Code, Ch. 83, Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines," and the National Electrical Safety Code.

(b) Overhead facilities. Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

(c) Underground facilities.

1. Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

2. If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if:

a. The crossing is installed by the use of "moles," "whip augers," or other approved method which compress the earth to make the opening for cable installation; or

b. The installation is by the open trench method which is only permitted prior to roadway construction.

3. Cable shall be grounded in accordance with the National Electrical Safety Code.

4. Burial of drops. All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the city. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten business days after placement.

(2) Underground facilities other than electric power or communication lines. Underground facilities other than electric power or communication lines may be installed by:

(a) The use of "moles," "whip augers," or other approved methods which compress the earth to move the opening for the pipe;

(b) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

(c) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

(d) Tunneling with vented encasement, but only if installation is not possible by other means.

(3) Gas transmission, distribution and service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a city-approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 -Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR § 192), IDOT's "Standard Specifications for Road and Bridge Construction," and all other applicable laws, rules, and regulations.

(4) Petroleum products pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).



(5) Waterlines, sanitary sewer lines, storm water sewer lines or drainage lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current "Standard Specifications for Water and Sewer Main Construction in Illinois."

(6) Ground mounted appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Public Works Director or his/her designee. With the approval of the Public Works Director or his/her designee, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

(D) Materials.

(1) General standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOTs "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

(2) Material storage on right-of-way. No material shall be stored on the right-of-way without the prior written approval of the City Public Works Director or his/her designee. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the city.

(3) Hazardous materials. The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(E) Operational restrictions.

(1) Construction operations on rights-of-way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

(2) These restrictions may be waived by the Public Works Director or his/her designee when emergency work is required to restore vital utility services.

(3) Unless otherwise permitted by the city, the hours of construction are those set forth in § 9.42.035 of this Code.

(F) Location of existing facilities. Any utility proposing to construct facilities in the city shall contact J.U.L.I.E. and ascertain the presence and location of existing above ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (ILCS, Ch. 220, Act 50, §§1et seq.) (Ord. 1443, passed 12-17-07)

#### § 12.28.180 VEGETATION CONTROL.

(A) Electric utilities - compliance with state laws and regulations. An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the city as permitted by law.

(B) Other utilities - tree trimming permit required. Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

(1) Application for tree trimming permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

(2) Damage to trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

(C) Specimen trees or trees of special significance. The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

(D) Chemical use.

(1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the city for any purpose, including the control of growth, insects or disease.

(2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Public Works Director or his/her designee that such spraying is the only practicable method of vegetation control.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.190 REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES.

(A) Notice. Within 90 days following written notice from the city, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way.

(B) Removal of unauthorized facilities. Within 30 days following written notice from the city, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

(1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

(2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

(3) If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or

(4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

(C) Emergency removal or relocation of facilities. The city retains the right and privilege to cut or move any facilities located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

(D) Abandonment of facilities. Upon abandonment of a facility within the rights-of-way of the city, the utility shall notify the city within 90 days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the City Public Works Director or his/her designee determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.  
(Ord. 1443, passed 12-17-07)

#### **§ 12.28.200 CLEAN-UP AND RESTORATION.**

The utility shall remove all excess material and restore all turf and terrain and other property within ten days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the City Public Works Director or his/her designee. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the City Public Works Director or his/her designee for good cause shown.  
(Ord. 1443, passed 12-17-07)

#### **§ 12.28.210 MAINTENANCE AND EMERGENCY MAINTENANCE.**

(A) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.

(B) Emergency maintenance procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

(I) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of

equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

(2) In an emergency, the utility shall, as soon as possible, notify the City Public Works Director or his/her designee or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency will interfere with the free movement of traffic, the city police shall be notified immediately.

(3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

(C) Emergency repairs. The utility must file in writing with the city a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.220 AS BUILT PLANS

- A. Purpose: The purpose of this section is to establish a condition of the permit for the permittee to provide the city with a copy of the As built plans in GIS format within 60 calendar days after the project is completed.

#### § 12.28.230 SMALL WIRELESS FACILITIES.

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- A. Purpose: The purpose of this section is to establish standards for the location, installation, and maintenance of small wireless facilities in compliance with the Illinois Small Wireless Facilities Deployment Act and City standards. Small wireless facilities shall be subject to the requirements of this section, this chapter, and Federal law.
- B. Definitions: Words or phrases in this section that are not defined in this subsection B or in section 12.28-020 of this chapter shall have the meanings ascribed to them in the Illinois Small Wireless Facilities Deployment Act. The following words and phrases have the meanings ascribed to them:

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ANTENNA: Means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

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COLLOCATE OR COLLOCATION: Means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

MICRO WIRELESS FACILITY: Means a small wireless facility that is not larger in dimension than twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height and that has an exterior antenna, if any, no longer than eleven inches (11").

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RIGHT-OF-WAY OR ROW: For the purposes of collocation of small wireless facilities, means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use, and does not include City-owned aerial lines.

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SWF ACT: Means the Illinois Small Wireless Facilities Deployment Act, 50 Illinois Compiled Statutes 835/1

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et seq.

**SMALL WIRELESS FACILITY OR SWF:** Means a wireless facility that meets both of the following qualifications: 1) each antenna is located inside an enclosure of no more than six (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 six (6) cubic feet; and 2) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (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:** Means a pole or similar structure that is used in whole or in part by communications service provider or for electric distribution, lighting, traffic control, or a similar function.

**WIRELESS FACILITY:** Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: 1) equipment associated with wireless communications and 2) 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 the structure or improvements on, under, or within which the equipment is collocated or 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:** Means any entity 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:** Means a wireless infrastructure provider or a wireless services provider.

**WIRELESS SERVICES:** Means 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, using wireless facilities.

**WIRELESS SERVICES PROVIDER:** Means an entity that provides wireless services.

**WIRELESS SUPPORT STRUCTURE:** Means 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.

**C. Permit Required:** No SWF may be installed within the City unless a permit is first obtained in accordance with the provisions of this chapter; provided, however, that micro wireless facilities may be subject to the limited permitting requirements of subsection Q of this section.

**D. Permit Application:** All applicants for a permit to install an SWF within the City must submit a written permit application to the Director of Public Works by personal delivery, on a form provided by the City. The permit application must include the following information and the information required by section 7-5-4 of this chapter, as applicable:

1. **Contact Information:** The names and contact information of the wireless services provider and the wireless infrastructure provider if any.
2. **Description:** A description and depiction of the wireless services provider's existing SWFs located within the City.
3. **Location, Photographs:** The location where each proposed small wireless facility or utility pole

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would be installed, including photographs of the location and its surroundings, depicting the utility poles or structures on which each proposed small wireless facility would be mounted or the location where a utility pole would be installed.

4. Specifications, Drawings: Specifications and drawings prepared by a licensed professional structural engineer for each proposed SWF as it is proposed to be installed, with a certification that each SWF complies with all applicable size and location standards.

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5.

5. Structural Analysis: A site-specific structural analysis for each location by a licensed professional structural engineer as well as any make-ready analysis for a City utility pole that includes addressing the acceptability of the site for factors such as pole loading from existing utility equipment and conductors as well as the small wireless facility.

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6. Equipment, Model Numbers: The equipment type and model numbers for the antennas and all other wireless equipment associated with each proposed SWF.

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7. Number: The total number of SWFs the wireless services provider estimates it will seek within the City.

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8. Schedule: A proposed schedule for the installation and completion of each proposed SWF, if approved

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9. Proof Of Insurance: Proof of insurance coverage of the types and amount set forth in section 7-5-8 of this chapter.

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10. Certification Of SWF Act Compliance: A certification that the proposed SWF complies with subsection 15(d)(6) of the SWF Act and this chapter.

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11. Application Fees: An application fee in the amount established in the amount of: a) six hundred fifty dollars (\$650.00) for a single SWF, or b) three hundred fifty dollars (\$350.00) for each proposed SWF if the application includes two (2) or more SWFs, or c) one thousand dollars (\$1,000.00) for each SWF that includes the installation of a new utility pole.

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12. Owner, Co-Owner Certification: A certification from the owner or co-owner of the utility pole or wireless support structure that the owner or co-owner has approved installation of an SWF on the utility pole or wireless support structure.

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- D. Review Of Application: Applications will be reviewed in accordance with the following process, except that the Director of Public Works may alter the review process for an application as appropriate based on the elements of that application; provided, however, that the review process will be consistent with the SWF Act:

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1. Determination Of Completeness: Within thirty (30) days after an application is filed, the Director of Public Works will determine whether the application is complete. The Director of Public Works will notify the applicant of his or her determination. If an application is not complete, then the Director of Public Works will identify the missing information.

2. Processing Time Period: The Director of Public Works will process a complete application to collocate: a) an SWF on an existing utility pole or wireless support structure within ninety (90) days, and b) an SWF on a new utility pole within one hundred twenty (120) days.

3. Approvals; Permits; Duration: The Director of Public Works will approve an application and issue a permit if it meets all requirements of the SWF Act and applicable City Code requirements. All collocation under the permit must be completed within one hundred eighty (180) days after issuance of the permit, unless otherwise mutually agreed or for reasons authorized under the SWF Act. A permit is valid for five

(5) years.

4. **Renewal:** When the permit expires, the City will renew the permit except if the City determines the SWF does not conform to any applicable Federal, State, or local code or regulation. The wireless provider must provide all reports, plans, and other documents and data necessary for the City to determine conformance of the SWF.

5. **Denial:** The Director of Public Works will deny an application if it does not meet all requirements of the SWF Act and applicable requirements of this Code. The Director of Public Works will notify the applicant of the denial and the reason or reasons for the denial.

6. **Extensions Of Time:** The time period for applications may be tolled by express written agreement of the applicant and the City or a local, State, or Federal disaster declaration or similar emergency that causes the delay.

F. **Guidance On SWF Locations:** Based on various factors including, among others, public safety, existing utility poles and wireless facilities, and potential adverse impacts, the applicant must consider collocation in these locations, with the items listed from most preferable to least preferable:

1. **Public Utilities' Poles:** Utility poles owned or maintained by ComEd or other public utilities.

2. **City Poles:** City-owned utility poles other than light poles or standards (whether existing or to be installed) in the following order of priority: a) within an arterial street right-of-way, b) within a parking lot or on other property related to a governmental or institutional use, and c) within a collector street right-of-way.

3. **Privately Owned Poles:** Privately-owned utility poles, but only in locations approved by the City.

4. **City Light Poles:** City-owned light poles or standards (whether existing or to be installed) in the following priority: a) within an arterial street right-of-way, b) within a parking lot or on other property related to a governmental or institutional use, and c) within a collector street right-of-way.

5. **Other Poles; Nonresidential:** Utility poles, regardless of ownership, located in a rear yard (or abutting easement) of any non-residential property.

6. **Other Poles; Residential:** Utility poles, regardless of ownership, located in a rear yard (or abutting easement) of any residential dwelling.

G. **Decorative Utility Poles; Concealment Of SWF:** If the Director of Public Works determines that an SWF proposed by the applicant would have an unduly adverse impact on the abutting area unless the SWF is collocated on a decorative pole or is concealed, then the Director of Public Works may require, as a condition of approval of that SWF, a decorative utility pole or concealment. The Director of Public Works or a designee may meet with the applicant to determine the plans for the SWF under that circumstance. If an agreement on plans cannot be reached, then the Director of Public Works may deny the permit for that proposed SWF.

H. **Prohibited Locations:** SWFs are prohibited at the following locations except as otherwise required by applicable law:

1. **Residential Property:** On any property classified in a residential district under the City's zoning ordinance.

2. **Private Property:** On any privately-owned property except with the approval of the City.

3. **Government Property:** On any property owned or controlled by a unit of local government that is not located within rights-of-way, except with the permission of the local government and approval of the City.

4. **Poles With Equipment:** On any utility pole that includes equipment such as capacitor banks, transformers, cable terminals, cable rises, fuses, or disconnects.

I. **Size, Height, And Location Of Components:**

1. **Volume:** No element of an SWF may exceed six (6) cubic feet in volume and all other wireless equipment attached directly to a utility pole associated with the SWF is cumulatively not more than twenty five (25) cubic feet.

2. **Height Above Pole:** No element of an SWF may extend more than ten feet (10') above a utility pole or wireless support structure on which it is collocated.

3. **New Utility Pole, Wireless Support Structure Height:** A new or replacement utility pole or a new wireless support structure on which an SWF will be collocated may not exceed the higher of: a) ten feet (10') in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in

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place as of the date the application is submitted to the City, that is located within three hundred feet (300') of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the City, or b) forty five feet (45') above ground level.

4. **New Utility Pole Location:** No new utility pole may be constructed for an SWF within one hundred feet (100') of an existing utility pole that the applicant may use on reasonable terms and conditions and without undue technical limits or undue additional costs.

J. **Color:** Antennas and equipment cabinets must be in colors harmonious with, and that blend with, the natural features, buildings and structures that surround such antenna and supporting structures, as well as the utility poles or wireless support structures to which they are attached, as determined by the Director of Public Works. Any wiring or cables must be covered with an appropriate cover.

K. **Landscaping:** The immediate area around any ground-mounted equipment or cabinets must be landscaped in a manner that largely screens the equipment and cabinets.

L. **Safety Requirements:**

1. **Mounting Strength:** The strength and sufficiency of the support structure, and the mounting of the antenna and related equipment, must be verified and stamped by a licensed structural engineer on the drawing required under subsection D of this section.

2. **Guy Wires Prohibited:** No guy wire or other support wires may be used in connection with an SWF antenna or its related equipment except for preexisting guy wires or other support wires on a preexisting wireless support structure.

3. **Grounding:** An SWF antenna and related structure must be bonded to a ground rod.

4. **Emergency Disconnection:** An SWF antenna must have an emergency disconnect.

5. **Lighting:** No SWF may be lighted unless required by the Federal Aviation Administration or other Federal or State agency with jurisdiction and authority.

6. **Signs And Advertising:** Unless required by Federal or State law, or by a rule of a Federal or State regulatory agency with jurisdiction and authority, no markings, signs, or advertising of any kind may be placed on any SWF component except unobtrusive identification or location markings.

7. **Building Codes And Safety Standards:** An SWF must meet or exceed: a) all requirements of this Code, b) all other applicable local and State Building Codes and Electrical Codes, c) and industry standards.

8. **Regulatory Compliance:** Each SWF and wireless facility must meet or exceed current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other Federal or State agency with jurisdiction and authority.

9. **Utility Worker Safety:** Prior to the commencement of SWF construction, the wireless provider must provide the City with any required safety precautions for individuals working on or near the SWF. If refresher training, personal protective equipment, or tools are required for safety purposes related to an SWF collocated on a City-owned utility pole, then the wireless services provider must reimburse the City for all of its actual costs of those elements.

10. The permit package shall include a NIER report that shows that the installation is within the 1998 health laws governing emissions.

M. **IDOT, Will County Approvals:** The applicant must provide proof of concurrence of IDOT or Will County for the use of City utility poles located on State or County roads.

N. **Abandonment:** Any SWF that has been abandoned or is being used for a purpose other than its original purpose must be removed at the owner's expense. Abandonment includes, without limitation, any SWF that is not operated for a continuous period of twelve (12) months, or is otherwise out of operation or repair for any reason, or used for a purpose other than its original purpose. Notice to the owner of the facility must be given in compliance with the requirements of the SWF Act, and the owner must remove the facility within ninety (90) days of such notice.

O. **Collocation On City Utility Poles:**

1. **Rates And Fees For Use Of City Utility Pole:** The City will set and charge nondiscriminatory rates and fees for collocation on City utility poles. The City will keep a written schedule of rates and fees in the Office of the

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City Clerk.

2. Annual Rate: Each wireless services provider must pay an annual fee of two hundred dollars (\$200.00) for each SWF located on a City utility pole in right-of-way or the actual, direct, and reasonable costs related to the wireless provider's use of space on the City's utility pole and an annual fee of three thousand six hundred dollars (\$3,600.00) for each SWF on City property not located in right-of-way.

3. Operating Agreement: Prior to commencement of SWF construction on a City-owned utility pole, the owner must develop an operating agreement satisfactory to the Director of Public Works. The agreement must include protocols for emergency response and for maintenance of the utility pole and include emergency contacts, a contact for public inquires, the utility billing address, and the legal address of the wireless services provider.

P. SWF Equipment Replacement: The wireless provider must notify the City at least ten (10) days prior to a planned equipment replacement and provide the equipment specifications. The replacement equipment must be the same size and/or smaller than the original installation.

Q. Right-Of-Way Permit: The wireless provider must secure a permit for any activities in the right-of-way that affect traffic patterns or require lane closures.

#### R. General Standards:

1. No Interference: Every wireless provider's operation of a wireless facility must not interfere with the frequencies used by any public safety agency for public safety communications. The wireless provider must install SWFs of the type and frequency that will not cause interference with any 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.

2. Curing Interference: If an SWF causes interference and the wireless provider has been given written notice of the interference by the City or public safety agency, then the wireless provider, at its expense, must take all reasonable steps necessary to correct and eliminate the interference, including, without limitation, powering down the SWF and later powering it up for intermittent testing, if necessary. The City may terminate a permit for an SWF based on interference if the wireless provider 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.

3. Compliance With Contract Terms: Every wireless provider must comply with all requirements imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and to ground-mounted equipment located in right-of-way.

4. Spacing: Every wireless provider must comply with spacing requirements in this section or any other applicable City code or ordinance concerning the location of ground-mounted equipment located in the right-of-way. A wireless provider may apply for a variation of a spacing requirement.

5. Undergrounding: Every wireless provider must comply with all City codes and regulations regarding undergrounding of utilities and facilities that prohibit installation of new, or modification of existing, utility poles in a right-of-way. A wireless provider may apply for a variation of an undergrounding requirement.

6. General City Standards: Every wireless provider must comply with generally applicable City standards for construction and public safety in the rights-of-way, including, without limitation, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and sign restrictions. Every wireless provider must comply with all City regulations applicable to the location, size, surface area and height of wireless facilities and the abandonment and removal of SWFs.

7. Poles For Electricity Distribution: No wireless services provider may collocate an SWF on a City utility pole that is part of an electricity distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the utility pole, except that the antenna and support equipment of the SWF may be located in the communications space on the City's utility pole and on the top of the utility pole if no other utility pole is available and the wireless provider complies with applicable codes for work involving the top of the utility pole. The terms "communications space", "communication worker safety zone", and "electric supply zone" shall have the meanings contained in the National Electric Safety Code.

8. Public Safety Codes: Every wireless provider must comply with all applicable State, County, and City codes, ordinances, and regulations that concern public safety.

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9. Decorative, Stealth, And Concealment Standards: Every wireless provider must comply with the City's generally applicable written standards for decorative utility poles, and the City's generally applicable standards regarding stealth, concealment, and aesthetics governing occupiers of the right-of-way, including the City's design or concealment measures in a historic district or regarding a historic landmark.

10. Insurance: Every wireless provider must provide insurance as provided in section 7-5-8 of this chapter.

11. Indemnification: Every wireless provider must indemnify the City as provided in section 7-5-9 of this chapter.

S. Installation And Maintenance Of Wireless Facilities: Each wireless provider must construct, install, and maintain all wireless facilities in accordance with the standards set forth in this chapter. (Ord. 02018-29, 7-16-2018)

#### § 12.28.240 VARIANCES.

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

(B) Authority to grant variances. The City Public Works Director or his/her designee shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

(C) Conditions for granting of variance. The City Public Works Director or his/her designee may authorize a variance only if the utility requesting the variance has demonstrated that:

(1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

(2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

(D) Additional conditions for granting of a variance. As a condition for authorizing a variance, the City Public Works Director or his/her designee may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

(E) Right to appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the City Public Works Director or his/her designee under the provisions of this chapter shall have the right to appeal to the City Council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City Council shall commence its consideration of the appeal at the Council's next regularly scheduled meeting occurring at least seven days after the filing of the appeal. The City Council shall timely decide the appeal.

(Ord. 1443, passed 12-17-07)

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**§ 12.28.250 PENALTIES.**

Any person who violates, disobeys, *omits*, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.  
(Ord. 1443, passed 12-17-07)

**§ 12.28.260 ENFORCEMENT.**

Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter.  
(Ord. 1443, passed 12-17-07)

**§ 12.28.270 SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.  
(Ord. 1443, passed 12-17-07)

**Crest Hill - Streets and Sidewalks**



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 10, 2025
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Assistive Listening System (ALS) Installation

**Summary:** The City has never been fully compliant with the audio in the City's Council Chambers, for reasons I did not investigate. There are several options, but the most economical are radio frequency (RF) or infrared (IR) solutions. The slightly lower cost RF solution will require users to match the frequency that the City is broadcasting, let's say Channel 1 for example vs. the IR solution which will automatically sync with devices.

After talking with several vendors/installers, for municipal use, everyone recommends using the Listen Technologies equipment (either the RF or IR solutions). While the equipment purchased will be the same, it will need to be configured and integrated into the City's existing systems.

Thus far I have received a proposal from one firm for both the RF and IR solutions. Another vendor plans to get me their proposal early next week. And the final firm hasn't yet responded to my request. Of the two (2) that are responding, both stated that even if the City approved the assistive technology next week, they are booked solid through the end of the year.

**Recommended Council Action:** To provide direction to staff regarding which solution to pursue and up to what cost.

### Financial Impact:

**Funding Source:** General Fund

**Budgeted Amount:** None

**Cost:** Initial Estimates between \$6,500 and \$13,000



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 10, 2025
<b>Submitter:</b>	Blaine Wing, City Administrator
<b>Department:</b>	Administration
<b>Agenda Item:</b>	Request for Limited Staffing Authority

**Summary:** The City Council might recall, on 10/13/25 I voluntarily placed a moratorium on administering and executing personnel actions with full-time employees in regard to:

- Hiring and appointments
- Promotions and demotions
- Compensation adjustments
- Disciplinary actions at/and above suspensions
- Transfers and reassignments

without discussing and consulting with City Council for all full-time employees not covered by Mayoral Appointments, Civil Services, or union contracts, until City Council adjust. Although Chapter 2.22 of the Crest Hill Municipal Code, the City Administrator is empowered to:

- Appoint and remove city employees (excluding those appointed by the Mayor or Council).
- Promote, demote, and discipline employees in accordance with the Personnel Policy Manual and union agreements.
- Evaluate staff and recommend organizational changes.

These powers are subject to oversight by the Mayor and City Council and must comply with applicable labor laws and collective bargaining agreements.

As there is/was some uncertainty around Section 3.9 (Appointments) in the City's Personnel Manual that states: "The City Council shall approve all full-time employees as recommended by the hiring Department Head, with the exception of employees subject to the Civil Service Commission and Department Head appointments which are otherwise provided by Ordinance. Appointments of Department Heads shall be made by the Mayor with the advice and consent of the City Council."

Since that date, unfortunately there have been some employee issues that may result in disciplinary action. As the appropriate action may fall within the ceded authority, and want the City to remain consistent with it's discipline, I want to discuss removing demotions and disciplinary actions at or above suspensions and return to the City Administrator being bound by the Personnel Policy Manual and union agreements.



Additionally, and out of an abundance of transparency, I would like to make sure that the City Administrator position still has the authority to hire temporary and seasonal employees. Page 9 from the City's Personnel Policy Manual defines Temporary and Seasonal Employees as: "An employee whose employment is established for a period not to exceed 90 days or continued to a total of 180 days."

**Recommended Council Action:** To remain consistent with discipline, re-authorize the City Administrator position to be able to demote and take disciplinary actions at or above suspensions and return to the City Administrator being bound by the Personnel Policy Manual and union agreements.

Further, City Council understands that from time to time there is a need for temporary and seasonal employees and that the City Administrator has the authority to hire temporary and seasonal employees.

**Financial Impact:**

**Funding Source:** NA

**Budgeted Amount:** NA

**Cost:** NA



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 10, 2025
<b>Submitter:</b>	Don Seeman
<b>Department:</b>	Community and Economic Development
<b>Agenda Item:</b>	Discussion and Direction on creating a Cross Connection and Backflow Protection Ordinance

**Summary:** For the City to comply with the Environmental Protection Agency (EPA) regulations the city of Crest Hill will require any structure, Business, or residential with a RPZ Device (Backflow Prevention) to have it inspected Annually by a licensed plumber.

An RPZ is designed to protect the public water supply by disposing of any backwards flowing water if any check valves or relief valves fail.

Wyatt Mach from CCRA Professional Services will be in attendance to further discuss the need for the Ordinance.

**Recommended Council Action:** Adopt a Cross Connection and Backflow Prevention Ordinance

**Attachments:**

## CROSS CONNECTIONS AND BACKFLOW PROTECTION

### SECTION:

Sec. \_\_\_\_ Definitions

Sec. \_\_\_\_: Auxiliary Water Supply

Sec. \_\_\_\_: Toxic Or Hazardous Substances Under Pressure

Sec. \_\_\_\_: Toxic Or Hazardous Substances Not Under Pressure

Sec. \_\_\_\_: Nonhazardous Substances

Sec. \_\_\_\_: Sewage Treatment Plants And Pumping Stations

Sec. \_\_\_\_: Service Connections From City Water Supply

Sec. \_\_\_\_: Consumer To Install, Maintain Required Protection Devices

Sec. \_\_\_\_: Water Mains; Horizontal Separation

Sec. \_\_\_\_: Water Mains; Vertical Separation

Sec. \_\_\_\_: Water Service Lines

Sec. \_\_\_\_: Inspections Of Protection Devices Required Annually; Costs

Sec. \_\_\_\_: Discontinuance Of Water Service Upon Noncompliance

Sec. \_\_\_\_: Notice Of Discontinuance

Sec. \_\_\_\_: Resumption Of Service

### Sec. \_\_\_\_: DEFINITIONS:

For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning:

**AIR GAP SEPARATION:** A physical break between a supply pipe and a receiving vessel. The air gap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, and in no case less than one inch (1").

**APPROVED CHECK VALVE:** A check valve that seats readily and completely. It must be carefully machined to have free moving parts and assured watertightness. The face of the closure element and valve seat must be bronze, composition, or other noncorrodible material which will seat tightly under all prevailing conditions of field use. Pins and bushings shall be bronze or other noncorrodible, nonsticking material, machined for easy, dependable operation. The closure element (e.g., clapper) shall be internally weighted or otherwise internally equipped to promote rapid and positive closure in all sizes where this feature is obtainable.

**APPROVED DOUBLE CHECK VALVE ASSEMBLY:** An assembly of at least two (2) independently acting approved check valves including tightly closing shutoff valves on each side of the check valve assembly and suitable leak detector drains plus connections available for testing the watertightness of each check valve. Unless otherwise authorized by the superintendent of public works, a pressure relief valve,

rated at no more than fifty (50) psi greater than the water service pressure, shall be installed on the downstream side of the double check valve assembly.

**APPROVED REDUCED CHECK PRESSURE PRINCIPLE BACKFLOW PREVENTION**

**DEVICE:** A device incorporating two (2) or more valves and an automatically operating differential relief valve located between the two (2) checks, two (2) shutoff valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two (2) check valves, less than the pressure on the public water supply side of the device. At cessation of normal flow the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two (2) pounds per square inch or less, the relief valve shall open to the atmosphere thereby providing an air gap in the device. To be approved, these devices must be readily accessible for maintenance and testing and installed in a location where no part of the device will be submerged. Unless otherwise authorized by the superintendent of public works, a pressure relief valve rated at no more than fifty (50) psi greater than the water service pressure, shall be installed on the downstream side of the reduced pressure principle flow prevention device.

**APPROVED WATER SUPPLY:** Any water supply approved by, or under the public supervision of the superintendent of public works. In determining what constitutes an approved water supply, the superintendent shall have the final judgment as to its safety and potability.

**AUXILIARY WATER SUPPLY:** Any water supply on or available to the premises other than the City water supply.

**CONSUMER:** Any person to whom water is sold and furnished from the City water supply by the City.

**CONTAMINATION:** An impairment of the quality of the City water supply by the presence of any foreign substance (organic, inorganic, radiological, or biological) to a degree which creates a hazard to the public health through poisoning or through the spread of disease.

**CROSS CONNECTION:** Any unprotected connection between any part of the City waterworks system used or intended to supply water for drinking purposes, and any source or system containing water or substances that are not or cannot be approved as safe, wholesome, and potable for human consumption.

**PERSON:** Any natural person, firm, association, organization, partnership, trust, or association of persons, joint venture, corporation, or company.

**PREMISES:** Integrated land area, including improvements thereon, undivided by public thoroughfares or water distribution mains of the City where all parts of the premises are operated under the same management and for the same purpose.

**PROTECTIVE DEVICE:** Any of the following devices:

- A. Air gap separation;
- B. Approved reduced pressure principle backflow prevention device; or
- C. Approved double check valve assembly.

**SERVICE CONNECTION:** The terminal end of a service connection from the City water supply at its point of delivery to the consumer. If a meter is installed, "service connection" means the downstream end of the meter. No unprotected takeoffs from the service line ahead of any meter or backflow protective device located at the point of delivery to the consumer shall be permitted.

**SUPERINTENDENT:** The superintendent of public works of the City or his authorized representatives.

**WATER SUPPLY OF CITY:** An approved water supply sold and delivered to consumers' premises through the waterworks system of the City.

**Sec. \_\_\_\_ : AUXILIARY WATER SUPPLY:**

A. Each service connection from the City water supply for furnishing water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the City water supply, unless the auxiliary water supply is an approved water supply or is accepted as an additional source by the superintendent of public works.

B. If the auxiliary water supply is not an approved water supply or if it is not accepted as an additional source and approved in the manner specified in subsection A of this section, and the auxiliary water supply is handled in a separate piping system with no known cross connection, the City water supply shall be protected by an approved double check valve assembly installed at the service connection to the premises. When the auxiliary water supply may be contaminated, the superintendent may order the City water supply protected by an air gap separation or an approved reduced pressure principle backflow prevention device installed at the service connection.

C. If the auxiliary water supply is not an approved water supply or if it is not accepted as an additional source and approved in the manner specified in subsection A of this section, and cross connections are known to exist between the City water supply and the auxiliary water supply which cannot presently be eliminated, the City water supply shall be protected by an approved reduced pressure principle backflow prevention device installed at the service connection to the premises. A double check valve assembly may be used in lieu of such device if the experience of the superintendent indicates that double check valves are reliably operated, and if approved by the superintendent.

D. When the auxiliary water supply may be contaminated, the superintendent may order the City water supply protected by an air gap separation installed at the service connection.

**Sec. \_\_\_\_: TOXIC OR HAZARDOUS SUBSTANCES UNDER PRESSURE:**

At the service connection to any premises on which any material dangerous to health or toxic substance in toxic concentration is or may be handled under pressure, the City water supply shall be protected by an air gap separation. The air gap shall be located as close as practicable to the service cock and all piping between the service cock and receiving tank shall be entirely visible. If these conditions cannot reasonably be met, the City water supply shall be protected with an approved reduced pressure principle backflow prevention device which is acceptable to the superintendent of public works.

**Sec. \_\_\_\_: TOXIC OR HAZARDOUS SUBSTANCES NOT UNDER PRESSURE:**

At the service connection to any premises on which any material dangerous to health or toxic substance in toxic concentration is not handled under pressure but is otherwise handled in such a manner as to constitute a cross connection, the City water supply shall be protected by an approved reduced pressure principle backflow prevention device, unless such cross connection is abated to the satisfaction of the superintendent of public works. An approved double check valve assembly may be used in lieu of such device if experience indicates that double check valves are reliably operated and if approved by the superintendent.

**Sec. \_\_\_\_: NONHAZARDOUS SUBSTANCES:**

At the service connection to any premises on which a substance that would be objectionable (but not necessarily hazardous to health) if introduced into the City water supply is handled in such a manner as to constitute a cross connection, the City water supply shall be protected by an approved double check valve assembly unless such cross connection is abated to the satisfaction of the superintendent of public works. (Ord. 1253, 6-24-1991)

**Sec. \_\_\_\_: SEWAGE TREATMENT PLANTS AND PUMPING STATIONS:**

At the sewage treatment plant or sewage pumping station, the City water supply shall be protected by an air gap separation. The air gap shall be located as close as practicable to the service cock and all piping between the service cock and receiving tank shall be entirely visible. If these conditions cannot be reasonably met, the City water supply shall be protected with an approved reduced pressure

principle backflow prevention device, provided this alternative is acceptable to the superintendent of public works.

**Sec. \_\_\_\_: SERVICE CONNECTIONS FROM CITY WATER SUPPLY:**

A. Each service connection from the City water supply for furnishing water to premises on which any substance is or may be handled in such a manner as to permit entry into the City water supply shall be protected against backflow of the substance from the premises into the City water supply. This shall include the handling of process waters and waters originating from the City water supply which have been subject to change in quality.

B. Backflow protection devices shall be installed on the service connection to any premises that have internal cross connections unless such cross connections are abated to the satisfaction of the superintendent of public works.

**Sec. \_\_\_\_: CONSUMER TO INSTALL, MAINTAIN REQUIRED PROTECTION DEVICES:**

A. It shall be the responsibility of each consumer at his own expense to furnish, install, and keep in good working order and safe condition any and all protective devices required in this article. The City shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the improper or negligent installation, operation, use, repair, maintenance of, or interference with any protective device by any consumer or any other person.

B. Whenever two (2) or more conditions exist on any premises for the correction of which different protective devices are required in this article, the consumer shall be required only to install the protective device which, in the opinion of the superintendent of public works, affords the maximum protection to the City water supply.

**Sec. \_\_\_\_: WATER MAINS; HORIZONTAL SEPARATION:**

A. A water main shall be laid at least ten feet (10') horizontally from any existing or proposed drain or sewer line. However, should local conditions prevail which would prevent a lateral separation of ten feet (10'), a water main may be laid closer than ten feet (10') to, or in the same trench as a storm or sanitary sewer provided the main is laid in a separate trench or on an undisturbed earth shelf located to one side of the sewer and at such an elevation that the bottom of the water main is at least eighteen inches (18") above the top of the sewer.

B. If it is impossible to obtain proper horizontal and vertical separation as stipulated in this section and section 7-3F-10 of this article, both the water main and



sewer shall be constructed of mechanical joint, cast iron pipe and shall be pressure tested to assure watertightness before backfilling.

Sec. \_\_\_\_: WATER MAINS; VERTICAL SEPARATION:

A. Whenever water mains must cross house sewers, storm drains, or sanitary sewers, the water main shall be laid at such an elevation that the bottom of the water main is eighteen inches (18") above the top of the drain or sewer. This vertical separation shall be maintained for that portion of the water main located within ten feet (10'), horizontally, of any sewer or drain crossed, this ten feet (10') to be measured as the normal distance from the water main to the drain or sewer.

B. However, where conditions exist such that the minimum vertical separation set forth in subsection A of this section cannot be maintained, or it is necessary for the water main to pass under a sewer or drain, the water main shall be laid with mechanical joint, cast iron pipe; and the mechanical joint pipe shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten feet (10'). Where a water main must cross under a sewer, a vertical separation of eighteen inches (18") between the bottom of the sewer and the top of the water main shall be maintained, along with means to support the larger sized sewer lines to prevent their settling and breaking the water main.

Sec. \_\_\_\_: WATER SERVICE LINES:

The horizontal and vertical separation between water service lines and all sanitary sewer, storm sewers, or any drain shall be the same as for water mains as detailed in sections 7-3F-9 and 7-3F-10 of this article. However, when minimum horizontal and vertical separation cannot be maintained, brass, copper, in addition to mechanical joint, cast iron pipe, may be used for water service lines.

Sec. \_\_\_\_: INSPECTIONS OF PROTECTION DEVICES REQUIRED ANNUALLY; COSTS:

A. The consumer on whose premises any protective device is installed shall have each device inspected annually. If successive inspections disclose repeated failures in the operation of any device, the superintendent of public works may require more frequent inspections. Each device shall be repaired, overhauled, or replaced at the expense of the consumer whenever it is found to be defective. **Test results must be entered into the third-party software platform contracted by the municipality within ten (10) days of the completed test.** The superintendent shall have the duty of determining that the inspections required herein are performed properly.

B. If following demand therefor, the consumer fails to have any of the inspections made as required herein or to make the above described records available, the

superintendent shall have the right to arrange the inspection of the device and the consumer shall pay the cost thereof. The cost of any inspection made by the superintendent shall be included as part of the next ensuing municipal water bill presented to the consumer.

C. For the purpose of making any inspections or discharging the duties imposed by this article, the superintendent shall have the right to enter upon the premises of any consumer. Each consumer, as a condition of the continued delivery to his premises of the water from the City water supply, shall be considered as having stated his consent to the entry upon his premises of the superintendent for the purposes stated herein.

#### **Sec. \_\_\_\_: CROSS CONNECTION ONLINE SURVEYS REQUIRED; ACCESS AND ENFORCEMENT**

A. Each consumer supplied by the municipal water system shall complete a cross connection control survey of their premises in accordance with the requirements of Section 604.1505 of Title 35 of the Illinois Administrative Code. The purpose of the survey is to identify any actual or potential cross connections between the potable water supply and sources of contamination or pollution without a physical site visit.

Online Surveys shall be completed:

1. At intervals not exceeding three (3) years thereafter for all properties;
2. For commercial properties, if a potential cross connection is identified through the submitted online survey, a physical site inspection shall be required to verify and assess the identified condition.

B. Each water customer shall be required to complete and return the cross connection control survey in the official format prescribed and provided by the superintendent. The survey must be submitted within thirty (30) days of notification. Surveys submitted in any form other than that provided or approved by the superintendent shall be deemed noncompliant.

C. In the event that the consumer fails to complete the required survey following notification, the superintendent shall have the right to perform or contract the performance of a site inspection at the consumer's premises. The full cost of such inspection and documentation shall be charged to the consumer and included on the next municipal water bill.

D. The superintendent, or their designee, shall have the right of entry onto the consumer's premises for the purposes of conducting surveys, inspections, or verifying survey information, during reasonable hours and upon proper identification. Continued water service shall be conditional upon the consumer's consent to such entry for compliance purposes.

E. Any identified actual or potential cross connections shall be corrected within a timeframe established by the superintendent. Failure to comply may result in disconnection of water service until proper corrective action is taken and verified by the municipality.

F. The superintendent shall maintain records of all submitted surveys, inspections, and follow-up actions taken, and shall enforce the provisions of this article in accordance with the requirements of the Illinois Environmental Protection Agency and the Illinois State Plumbing Code.

**Sec. \_\_\_\_: CROSS CONNECTION PHYSICAL SITE INSPECTIONS REQUIRED; ACCESS AND ENFORCEMENT**

A. The superintendent of public works, or their designee, shall have the authority to require a physical on-site inspection of any premises served by the municipal water system to determine the presence of actual or potential cross connections. Such inspections may be initiated based on responses to an online survey, identification of a commercial or high-risk property, or at the discretion of the superintendent when deemed necessary to protect the public water supply.

B. All commercial and high-risk properties shall be subject to routine site inspections at intervals not to exceed one (1) year, or at a greater frequency if deemed necessary by the superintendent based on past violations, survey results, or operational risk.

C. Residential properties shall be subject to site inspection when the completed online survey indicates the presence of irrigation systems, secondary water sources, or other potential cross connections, or when otherwise directed by the superintendent.

D. The property owner or occupant shall be provided with written notice of the required inspection and shall make reasonable accommodations for the inspection to be conducted within fifteen (15) days of such notice. Failure to comply with the inspection requirement may result in termination of water service until the inspection is completed and any corrective actions are taken.

E. The superintendent, or their authorized representative, shall have the right to enter upon any premises supplied with water from the municipal system during reasonable hours and upon proper identification, for the purposes of conducting a cross connection site inspection, verifying survey information, or enforcing any provisions of this article. Continued water service shall be conditioned upon consent to such entry.

F. Any actual or potential cross connection identified during a physical site inspection shall be corrected, isolated, or otherwise brought into full compliance within the timeframe specified in the written notice provided to the property owner

or water customer. Failure to correct the condition may result in the discontinuation of water service until compliance is achieved.

Sec. \_\_\_\_: DISCONTINUANCE OF WATER SERVICE UPON NONCOMPLIANCE:

A. No water service connection shall be installed on the premises of any consumer unless the City water supply is protected as required by this article.

B. Delivery of water to the premises of any consumer may be discontinued by the superintendent of public works if any protective device required by this article has not been installed, inspected, tested, and maintained, is defective, or has been removed or bypassed.

C. Delivery of water shall be discontinued immediately and without notice to the consumer if the superintendent determines that:

1. The City water supply is being contaminated or is in immediate danger of contamination;
2. A protective device required by this article has not been installed, is defective, or has been removed or bypassed; and
3. The consumer cannot immediately be located.

D. Delivery of water shall not be resumed until any protective device required by this article and approved by the superintendent has been properly installed, or until conditions at the consumer's premises causing the contamination or danger of contamination have been abated or corrected to the satisfaction of the superintendent.

Sec. \_\_\_\_: NOTICE OF DISCONTINUANCE:

A. Except as provided in subsection 7-3F-13C of this article, delivery of water shall not be discontinued until written notice thereof has been given to the consumer. The notice shall state:

1. The conditions or defects which must be corrected;
2. The manner in which the stated conditions or defects are to be corrected; and
3. The date on or after which delivery of water will be discontinued, which shall not be less than fifteen (15) nor more than ninety (90) days following the date of delivery of mailing of this notice.

B. The superintendent of public works may grant the consumer an extension of an additional period not to exceed ninety (90) days if he determines the consumer has exercised due diligence but has been unable to comply with the notice within the time originally allowed.

C. The notice shall be given by delivering it to the consumer, the manager or agent thereof, or to any person in charge of or employed in the place of business of

the consumer; or, if the consumer has no place of business, then at the place of residence of the consumer if known, or by leaving the notice at either the place of business or the residence of the consumer. If the consumer cannot be found and service of the notice cannot be made in the manner provided herein, then a copy of the notice shall be mailed, postage fully prepaid, addressed to the consumer at the place of business or residence set forth in the application of the consumer for water service in the records of the City.

Sec. \_\_\_\_: RESUMPTION OF SERVICE:

Once discontinued, delivery of water shall not be resumed until any protection device required by this article and approved by the superintendent of public works has been properly installed, or until the conditions at the consumer's premises creating the need for a protective device have been abated or corrected to the satisfaction of the superintendent.



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 10, 2025
<b>Submitter:</b>	Ed Clark
<b>Department:</b>	Police Department
<b>Agenda Item:</b>	Request to purchase a 2026 Ford Utility Interceptor

### Summary:

Mayor and Council, In the 2025–26 budget, we allocated funds in the Capital Replacement Fund to replace one vehicle. The purchasing window for this vehicle is closing, and I would like to move forward with the purchase in the amount of **\$46,382**.

This replacement vehicle is designated for the **Investigations Division**, as the current vehicle, a 2014 Ford Taurus Sedan (129,149 mileage), is due to be replaced under our vehicle replacement program. In speaking with our mechanic professionals, we would like to use the squad for training and errands. We do have several vehicles that staff will be coming to you to surplus. I am formally asking for permission to order this vehicle.

**Recommended Council Action:** Approve Purchase per the budget

**Financial Impact:** \$ 46,382

**Funding Source:** Capital Replacement Fund

**Budgeted Amount:** \$65,000

**Cost:** \$46,382

**Attachments:** 2026 Ford Utility Contract



**2026 Ford Utility  
Interceptor Contract #204**

**\$44,954.00**



**Currie Motors Fleet**

*Nice People to do Business With!*

Good Thru 11/15/25  
Order Cut-Off 12/25





## 2026 Ford Utility Interceptor

**\$44,954.00**

### Standard Features

**MECHANICAL** ● **3.3L V-6 TI-VCT Motor Gasoline –Standard** ● AWD Drivetrain Transmission – 10-speed automatic, police calibrated ● Brakes – Police calibrated high-performance ● 4- Wheel heavy-duty disc w/heavy-duty front and rear calipers

● Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ● Electric Power-Assist Steering (EPAS) – Heavy-Duty ● DC/DC converter – 220-Amp ● Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ● Engine Idle Hour Meter ● Powertrain mounts – Heavy-Duty ● Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ● Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ● 50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ● Manual Police Pursuit Mode

**EXTERIOR** ● Antenna, Roof-mounted ● Cladding – Lower body-side cladding ● Door Handles – Black

● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ● Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ● Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ● Grille – Black ● Headlamps – Automatic, LED Low-and-High-Beam ● Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ● Spare – Full size 18" Tire w/TPMS ● Spoiler – Painted Black ● Lift-gate Handle ● Tail lamps – LED ● Tires – 255/60R18 A/S BSW ● Wheel-Lip Molding – Black ● Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover ● Windshield – Acoustic Laminated ● **Rear Tail Light Housing**

**INTERIOR/COMFORT** ● Cargo Hooks in cargo area ● Climate Control – Dual-Zone Electronic Automatic Temperature Control ● Door-Locks— Power ● Fixed Pedals (Driver Dead Pedal) ● Floor – Heavy-Duty Thermoplastic Elastomer

● Glove Box – Locking/non-illuminated ● Grab Handles ● Heated Sanitization Solution ● **Lift gate Release Switch located in overhead console (45 second timeout feature)** ● Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ● Mirror – Day/night Rear View

● Particulate Air Filter ● Power points – (1) First Row ● Rear-door closeout panels ● Rear-window Defrost ● Scuff Plates –

Front & Rear ● Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ● Speed (Cruise) Control ● Speedometer –

Calibrated (includes digital readout) • Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated • Universal Top Tray – Center of I/P for mounting aftermarket equipment • Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • **Power Passenger Seat** • **Courtesy Lights Disabled** • **Rear Dome Light** • **Aux. Rear A/C**

**SAFETY/SECURITY** • Advance Trac® w/RSC® • Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy® • Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system • Belt-Minder® (Front Driver / Passenger) • Child-Safety Locks • Individual Tire Pressure Monitoring System (TPMS) • LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations • **Rearview Camera viewable on 8" Center Stack** • Seat Belts, Pretensioner / Energy-Management System w/adjustable height in 1st Row • SOS Post-Crash Alert System™ • Perimeter Alert • **Remote Keyless Fob** • **BLIS** • **Cross Traffic Brake Assist** • **Pre-Collision Mitigation System** • **Reverse Sensing System**

**Police Up-fit Friendly** • Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate) • Console mounting plate • Dash pass-thru opening for aftermarket wiring • Headliner- easy to service • Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring** • **100 Watt siren/Speaker Prep Kit**

**Functional** • Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display" • Easy Fuel® Capless Fuel-Filler • Fleet Telematics Modem to support Ford Pro™ Telematics • Front door tether straps (driver/passenger) • Power pigtail harness • Simple Fleet Key; 4-keys • Two-way radio pre-wire • Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard) • Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper • Up fitter Interface System • PAITRO output tied to lift gate release switch • 3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty • **Delivery under 75 miles**



## Models

<input checked="" type="checkbox"/>	K8A	2026 Utility Interceptor- <b>3.3L V-6 TI-VCT Motor</b>	44,954.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

## OPTIONS-Mechanical/Functional

<input type="checkbox"/>	99W-3.3L V-6 Direct Injected Hybrid System	2661.00
<input type="checkbox"/>	99C-3.0L Eco boost- <b>NA w/ 65U</b>	2,679.00
<input type="checkbox"/>	76D-Deflector Plate (engine and transmission shield)	320.00
<input type="checkbox"/>	41H-Block Heater	179.00
<input type="checkbox"/>	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
<input type="checkbox"/>	60R-Noise Suppression	94.00
<input checked="" type="checkbox"/>	67U-Ultimate Wiring Kit	602.00
<input checked="" type="checkbox"/>	67V-Connector Kit	188.00
<input type="checkbox"/>	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
<input type="checkbox"/>	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
<input type="checkbox"/>	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,807.00
<input checked="" type="checkbox"/>	18D-Global Lock/Unlock- <b>Deletes 45 second Lift Gate Lock Release</b>	N/C

## Options-Exterior

<input type="checkbox"/>	16P Rear Bumper Step Pad	94.00
<input checked="" type="checkbox"/>	65L 18" Wheel Covers	65.00
<input type="checkbox"/>	Keyed Alike CODE _____	47.00
<input type="checkbox"/>	942-Daytime Running Light-Cannot be Reprogrammed	47.00
<input type="checkbox"/>	68G- Rear Door Locks Inoperable	N/C
<input type="checkbox"/>	52P-Hidden Door Lock Plunger Includes 68G	150.00
<input type="checkbox"/>	43A-Rear Auxiliary Lights	376.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
<input type="checkbox"/>	51P-Drivers Side Spot Light Prep	132.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	743.00
<input type="checkbox"/>	51T-Drivers Spot Light-Whelen	394.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	828.00
<input type="checkbox"/>	51W-Dual Spot Prep	282.00
<input type="checkbox"/>	51R-Drivers Side Unity Spot Light- <b>PLEASE SELECT IF DESIRED</b>	N/C
<input type="checkbox"/>	63B-Side Marker Lights	461.00
<input type="checkbox"/>	63L-Quarter Glass Lights	546.00
<input type="checkbox"/>	66A-Front Headlamp Package	846.00
<input type="checkbox"/>	66B-Tail Lamp Package	405.00
<input type="checkbox"/>	66C-Rear Light Package	432.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input type="checkbox"/>	21L Front Auxiliary Light	546.00

## Options-Interior

<input type="checkbox"/>	47E 12.1" Integrated Computer Screen	3,478.00
<input type="checkbox"/>	63V Cargo Vault (Lockable Small Compartment)	253.00
<input checked="" type="checkbox"/>	65U Interior Upgrade Package-Includes Civilian-Style Console /Carpet- <b>NA w/99C</b>	573.00
<input type="checkbox"/>	92R Solar Tint 2 <sup>nd</sup> Row (Deletes Privacy Glass)	85.00
<input type="checkbox"/>	92G Solar Tint 2 <sup>nd</sup> Row and Cargo Area (Deletes Privacy Glass)	112.00
<input type="checkbox"/>	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
<input type="checkbox"/>		

<input type="checkbox"/>	16C Carpet Floor Covering	141.00
<input type="checkbox"/>	FW Ebony Cloth Seating	65.00
<input type="checkbox"/>	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
<input type="checkbox"/>	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
<input type="checkbox"/>	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
<input type="checkbox"/>	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00
<input type="checkbox"/>		
<input type="checkbox"/>		

## Exterior Colors

<input type="checkbox"/>	E4-Vermillion Red	
<input type="checkbox"/>	YZ-Oxford White	
<input type="checkbox"/>	LK-Dark Blue	
<input type="checkbox"/>	LM-Royal Blue	
<input type="checkbox"/>	M7-Carbonized Gray	
<input type="checkbox"/>	TN-Silver Grey Metallic-Replaces Silver	
<input type="checkbox"/>	UJ-Sterling Gray	
<input checked="" type="checkbox"/>	UM-Agate Black	
<input type="checkbox"/>	F1-Police Green	
<input type="checkbox"/>		

## Miscellaneous Options

<input type="checkbox"/>	4-Corner LED Amber Strokes	1,595.00
<input type="checkbox"/>	Rustproofing (Does Not Include Undercoating)	395.00
<input type="checkbox"/>	Delivery Over 75 Miles	250.00
<input checked="" type="checkbox"/>	Certificate of Origin (Customer to Complete Licensing)	N/C
<input type="checkbox"/>	License and Title- Municipal	203.00
<input type="checkbox"/>	Passenger Title and Plates	351.00
<input type="checkbox"/>		



**Title Name:** City of Crest Hill \_\_\_\_\_

**Title Address:** 20600 City Center BLVD \_\_\_\_\_

**Title City:** Crest Hill \_\_\_\_\_

**Title Zip Code:** 60403 \_\_\_\_\_

**License Plate Desired:** \_\_\_\_\_

**Contact Name:** Brian Semplinski \_\_\_\_\_

**Phone Number:** 7792274416 \_\_\_\_\_

**PO Number:** \_\_\_\_\_

**FIN Code:** QI312 \_\_\_\_\_

**Tax Exempt Number:** E9992-5680-07 \_\_\_\_\_

**Total Dollar Amount:** \$ 46,382 \_\_\_\_\_

**Delivery Address:** 2090 Oakland Ave. \_\_\_\_\_

Crest Hill IL. 60403

**Additional Information / Notes:**

\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

\_\_\_\_\_



**IMPORTANT ORDERING INFORMATION**

*Orders require a signed original Purchase Order and Tax-Exempt Letter.*

*Stock Units Available*

**Submit documents to:**

**Currie Motors Commercial Center**

10125 W Laraway

Frankfort, IL 60423

**Main Phone:** (815)464-9200

**Contacts:**

**Tom Sullivan**

Email: [tsullivan@curriemotors.com](mailto:tsullivan@curriemotors.com)

Phone: (815) 464-9200

**Nic Cortellini**

Email: [ncortellini@curriemotors.com](mailto:ncortellini@curriemotors.com)

Phone: (815) 464-9200

**Note: Production is based upon plant scheduling and commodity restrictions and is subject to cancellation.**

**Payment is due at the time of delivery.**



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 10, 2025
<b>Submitter:</b>	Blaine Wing, Ed Clark and Ronald J. Wiedeman
<b>Department:</b>	Police and Engineering
<b>Agenda Item:</b>	Provide direction to staff on the purchase of Urban SDK Licenses for the comprehensive collection of Speed, Volume data, and Workflows for all City-owned streets within the corporate limits of Crest Hill.

**Summary:** Staff have been looking at alternatives to one-off traffic studies and to have near real-time data. After talking with Urban SDK and watching a demo of the software's capabilities the solution provides data year-round vs. just a snapshot in time. Thus, staff is interested in entering into a contract with Urban SDK out of Jacksonville, Florida to provide comprehensive speed, and volumes data on all streets within the corporate limits of Crest Hill. This data can be used to provide information to the appropriate personnel in the city to address issues like speeding, traffic congestion and roadway safety.

Below are some details on the data collected and how it can be used:

- **Traffic Data Analysis:** Urban SDK offers precise hourly traffic speed data, enabling cities to analyze traffic trends, identify congestion, and monitor roadway conditions. This data helps in making informed decisions regarding traffic calming measures and resource allocation.

### Speed Data (Daily Refresh):

- Average, 50th, 85th, and 95th percentile speeds
- Min and Max speeds
- 13 months of historical data
- **Notifications:** Create alerts when speeds exceed thresholds (e.g., 10+ mph over the limit) across the entire jurisdiction or in select areas like school zones

### Volume Data (Annual Refresh):

- AADT for every road segment
- AAHT for every road segment
- VMT (Vehicle Miles Traveled)

### Crash Integration:

- Integrated state and local crash data



- **Geospatial AI Integration:** The platform utilizes geospatial AI to assess community conditions, target specific incidents, and automate reporting processes. This allows local governments to respond more effectively to public safety concerns and citizen complaints.
- **Custom Reporting Tools:** Users can generate custom reports and share data easily which aids in addressing public complaints and improving overall traffic safety. The platform allows for the integration of various datasets, providing a centralized console for data management.

#### **Workflows & Notifications:**

- Set alerts when specific criteria are met, such as speeds 10+ mph over the posted limit on residential roads or in school zones.
- Also identify roads that meet internal traffic calming thresholds based on volume and speed metrics.
- **RealTime Updates:** Urban SD provides daily connected vehicle data that is refreshed monthly, ensuring that cities have access to the most current information regarding traffic conditions and safety matrices.
- **Public Safety Enhancements:** The platform helps identify speeding and collision risks, allowing engineering Public Works and Police departments to deploy resources and traffic enforcement efficiently. This proactive approach aims to enhance public safety and reduce accidents.

#### **Common Use Cases:**

- Neighborhood speed complaints & traffic calming
- Targeted traffic enforcement
- Speed trailer and signage deployment
- School zone monitoring
- Safety Action Planning
- Pre/post implementation analysis
- Public and council communications

The cost for this is as follows:

- One year Cost: \$18,100.00
- 2-year Agreement (5% Discount): \$17,195 billed annually.
- 3-year Agreement (10% Discount): \$16,290 billed annually.
- Multi-Year Upfront Payment (15% discount):\$30,770.00 (2 years)

**Recommended Council Action:** Provide direction to staff on the purchase of Urban SDK Licenses for the comprehensive collection of Speed, Volume data, and Workflows for all City-owned street within the corporate limits of Crest Hill.

**Financial Impact:** Various based on option selected.

**Funding Source:** General Fund

**Budgeted Amount:** Cost to be split between Police and Engineering, coming out of their existing approved budget amounts.

**Cost:** TBD

**Attachments:**

City of Crest Hill Illinois-Urban SDK License Proposal.

Sole Source Justification.



URBAN SDK

Item 2.

# City of Crest Hill, Illinois - Urban SDK License

## City of Crest Hill, Illinois

20600 City Center Blvd, Crest Hill, IL 60403, USA

Crest Hill, IL 60403

United States

Quote created: October 1, 2025

Quote expires: October 31, 2025

Quote created by: Nick DiTomaso

Account Executive

nicholas.ditomaso@urbansdk.com

+13524948164

## Blaine Wing

bwing@cityofcresthill.com

815-741-5124

## Ron Weideman

rwiedeman@cityofcresthill.com

(815) 741-5122

## Ed Clark

eclark@cityofcresthill.com

815-741-5115

**Comments from Nick DiTomaso**

Urban SDK will provide the City of Crest Hill, Illinois with comprehensive **Speed, Volume data, and Workflows** for every roadway. This includes:

1. **Speed Data:** A 12-month data backfill starting from the month before the contract signing, with ongoing daily reports.
2. **Volume Data:** Refreshed annually to reflect updated traffic conditions.
3. **Workflows:** Enables customers to optimize and automate their workflows and reports with rules based requirements.
4. **Historical Data:** Any historical data supplied by the City of Crest Hill, Illinois will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.

**Discounted Pricing Options:****1. 2-Year Agreement:**

- A **5% discount** on the total contract value for committing to a 2-year agreement.
- This locks in consistent data reporting and analysis over two years, ensuring long-term access to Speed and Volume data at a reduced rate.
- Total = \$17,195 billed annually

**2. 3-Year Agreement:**

- A **10% discount** on the total contract value for committing to a 3-year agreement.
- This option provides even greater value with long-term planning and budgeting security, along with continuous data updates and access to historical data integration.
- Total = \$16,290 billed annually

**3. Multi-Year Upfront Payment**

- A **15% discount** on the total contract value for committing to a multi-year upfront payment.
- Total = \$30,770 2 year upfront payment

**This multi-year agreement offers financial savings and guarantees uninterrupted access to critical data for improved traffic management, roadway safety, and mobility planning.**

**Contract Dates:**

Start: 11/1/2025

End: 10/31/2028

## Products & Services

Item & Description	Quantity	Unit Price	Total
<b>Insights Plan</b> Base plan for Urban SDK with 13 Months of Historical Data Archive.  License includes: - Insights Analytics & Reporting - Workspace Data Storage - Studio Map Builder - Public Portfolio to Share Reports  Monthly Traffic Conditions Data for Functional Road Classes 1-5 - Minimum Speed - Maximum Speed - Average Speed - 50th Percentile Speed - 85th Percentile Speed - 95th Percentile Speed - Speed Difference - Average Speed - Speed Difference - 85th Percentile - Speed Difference - 95th Percentile - Speed Limits	1	\$14,500.00 / year	\$14,500.00 / year for 1 year
<b>Traffic Volumes</b> Traffic Volume Data for Functional Road Classes 1-5: - Average Annual Daily Traffic Data (AADT) - Average Annual Hourly Traffic Data (AAHT) - Vehicle Miles Travelled Data (VMT) - Updated Annually - 1 Year Data Archive	1	\$1,425.00 / year	\$1,425.00 / year for 1 year
<b>Workflows</b> Workflows enable Urban SDK customers to automate Insights reports, scheduling them to run weekly, monthly, quarterly, or annually. Receive Urban SDK data on an automated and scheduled basis, without the need for recurring manual input.	1	\$2,175.00 / year	\$2,175.00 / year
<b>Urban SDK User Seat</b> Urban SDK Administrative Access	3	\$1,250.00	\$0.00 after 100% discount

Item & Description

Quantity

Unit Price

Item 2.

Customer Support	1	\$0.00 / year	\$0.00 / year
- Live Chat & Email Support			for 1 year
- Knowledge Base How To Articles and Videos			
- Online Training Webinars			

Annual subtotal \$18,100.00

One-time subtotal \$0.00  
after \$3,750.00 discount

Total \$18,100.00

Terms and Conditions

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available at [Terms and Conditions](#), all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

**Signature**

Signature

Date

Printed name

**Countersignature**

Countersignature

Date

Printed name



August 2025

Urban SDK, Inc.  
10151 Deerwood Park Boulevard Building 100  
Suite 100  
Jacksonville, Florida 32256

Subject: Sole Source Procurement Justification for Urban SDK's Speed and Traffic Calming Solution

To whom this may concern:

I am writing to provide a comprehensive justification for the selection of Urban SDK as the sole source provider for the implementation of a Speed and Traffic Calming Solution. This procurement document underscores the exceptional qualities and capabilities of Urban SDK's solution, with a specific emphasis on the exclusive nature of our offering. The data and software can only be accessed and purchased directly from Urban SDK. This is done to ensure our customers receive the highest level of support and service in conjunction with our program..

**The uniqueness of Product & Services:**

Urban SDK offers a proprietary data analysis, visualization, and aggregation platform that is unparalleled in the industry. The system enables organizations to consolidate all data sources onto a single platform, including premium data provided by the contractor at no additional cost to the client. The data is presented through dynamic dashboards, geospatial maps, and can also be downloaded in CSV format. Crucially, all data sets provided in the Urban SDK Platform feature automated federal

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performance measures, used for meeting reporting requirements. Urban SDK's platform is the sole solution on the market to provide near real-time data sets, speeds on all roadways, volumes on all roadways, automated performance measures, GIS visualization, custom dashboarding, geospatial data management, and data shareability features. Furthermore, Urban SDK proactively updates the platform to align with client needs, delivering these updates free of charge to all existing clients every two weeks. The platform supplies all essential datasets to MPOs, counties, and cities for their traffic calming initiatives, safety plans, LRTP, TDM, CMP, TIP, and corridor analysis. In addition, it equips these agencies with invaluable tools, including Studio (GIS mapping), Dashboard Builder (performance measures), sharing links (community outreach), Workspace (data storage and management), and Route Builder (corridor studies). Urban SDK complements these offerings with a dedicated team of GIS Analysts, Engineers, Data Scientists, and Planners, ensuring comprehensive support throughout the entire contract.

### **Competitive Analysis:**

Urban SDK is the only provider offering a fully integrated, software-based traffic and transportation planning solution that does not rely on physical hardware installations, such as pneumatic tube counters, to collect data. While traditional solutions like pneumatic tube counters may provide limited data on specific roadway segments, they are inherently constrained in scope and functionality. These systems require the purchase and maintenance of hardware, involve physical installation processes, and only collect data from specific, pre-selected roadways. As a result, they fail to provide comprehensive coverage of all roadways and lack the ability to deliver the near real-time insights critical for modern traffic and transportation management.

Urban SDK's platform surpasses these traditional methods by offering seamless, software-driven solutions that aggregate data from multiple sources, covering all roadways without additional hardware requirements. Our system delivers real-time data on speeds, volumes, and safety metrics across entire road networks, allowing transportation planners and engineers to make informed decisions more efficiently.

Unlike closed systems requiring recurring hardware costs and labor-intensive deployment, Urban SDK eliminates these barriers by providing an all-in-one digital platform that integrates automated federal performance measures, GIS visualization tools, and customizable dashboards. This capability significantly enhances operational efficiency, minimizes costs, and provides the flexibility required to address diverse traffic management needs.

Furthermore, Urban SDK's proactive approach to continuous platform updates ensures that clients receive cutting-edge capabilities without additional costs. This commitment to innovation, combined with unparalleled functionality and coverage, positions Urban SDK as the sole provider capable of meeting the complex and evolving demands of transportation and traffic planning organizations. Our solutions are uniquely equipped to address challenges such as traffic calming, safety analysis, long-range planning, and federal reporting requirements, setting us apart from all existing alternatives in the industry.

**Research:**

Urban SDK's unmatched data and analytics planning capabilities are the result of extensive research spanning the last five (5) years. Urban SDK has identified a critical gap in the market, making our solution the sole true "turnkey" offering for traffic and transportation planning organizations. Notably, our pricing structure, rapid enhancement pace, diverse dashboards and maps, multi-data streams, developer API, and safety forecasting algorithm represent innovations that are unmatched in the industry.

**Benefit:**

Urban SDK's platform is tailored to address a multitude of challenges faced by MPOs, Counties, and Cities in traffic management and transportation planning. It streamlines tasks such as traffic calming, validation of speeding complaints, safety planning, LRTPs, CMPs, federal reporting, corridor analysis, data management and collection, meeting federal deadlines, data visualizations, data organization, onboarding of new staff, fostering transparency across organizations and teams, and community outreach. The platform is designed not merely as a staff tool but also as a means to enhance community planning.

**Firm Expertise:**

Urban SDK was developed by transportation planners and traffic engineers, in collaboration with personnel from MPOs, Counties, Cities, and engineering firms. Our extensive clientele includes a wide array of organizations in the transportation sector, including the Kentucky Transportation Cabinet, Florida Department of Transportation, Santa Fe MPO, Miami-Dade TPO, North Florida TPO, Broward County, Hillsborough County, City of Longboat Key, City of Germantown, and numerous others. Every facet of the Urban SDK Platform has been refined based on customer feedback to amplify efficiency across the traffic and transportation planning landscape throughout the United States.

In conclusion, Urban SDK's Speed and Traffic Calming Solution is characterized by its unique data and software capability, accessible exclusively through Urban SDK. We hereby request the necessary approvals to proceed with the sole source procurement of Urban SDK's solution, confident that it will significantly elevate your traffic management and planning capabilities.

Should you require any further information or have inquiries, please do not hesitate to contact me.

Sincerely,

Micah Dickman

Vice President of Procurement and Revenue

Urban SDK, Inc.

Micah.Dickman@urbansdk.com

678-793-1627

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**Agenda Memo****Crest Hill, IL**

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<b>Date:</b>	11/3/2025
<b>Submitter:</b>	Julius Hansen, Interim Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Approval of Well 4 change order

**Summary:**

Well 4 is being repaired as authorized by the city council as per a memo dated 10/21/24. All the work is nearly completed, and the well is about to be put back service. One final repair is needed. A change order is required to make the repair outside the original project scope of work. The cost of the change order is \$6780.00 to replace a 6-inch diameter pipe and flange. Well 4 should be back in service in a few weeks if all goes as planned.

**Recommended Council Action:**

Approval of change order for Well 4 costing \$6,780.00 being paid to USG Water

**Financial Impact:**

Expenditure of \$6,780.00 from the Water Fund

**Attachments:**

Memo, change order, photo



# Proposal from UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

Date: 10/31/25

Submitted by: Chad Johnson

Local Phone: (630) 280-5620

SFID: 153477

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): <b>City of Crest Hill, IL</b>			Phone Number: <b>(815) 741-5100</b>		Fax Number:
Street Address: <b>20600 City Center Blvd</b>			Description of Work to be Performed: <b>Concrete Filter Services</b>		
City: <b>Crest Hill</b>	State: <b>IL</b>	Zip Code: <b>60403</b>	Asset Name: <b>Well 4 Filter</b>		
Accounts Payable Contact Name: <b>John Kemp</b>		Email: <b>JKemp@cityofcresthill.com</b>	Job Site Address: <b>2227 PARKROSE AVENUE</b>		
Job Contact (Inspection Reports): <b>John Kemp</b>		Email: <b>JKemp@cityofcresthill.com</b>	County / Parish: <b>WILL</b>	Asset Size: <b>12KG</b>	Asset Style: <b>Steel Filter</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Six Thousand Seven Hundred Eighty and -----00 /100 Dollars \$ 6,780.00

Payment to be made as follows: Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically  
Ninety (90) days following the date of this Proposal.

Authorized  
USCI Signature

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☒ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month

Customer Signature

Date of Acceptance

Printed Name

## FOR INTERNAL USE ONLY

SFID:

CN:

SO:

PPB: TF

MP / CS PN:



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd - P O Box 1350 - Perry, GA 31069  
 Toll-free: 855-526-4413 | Fax: 478-987-2991

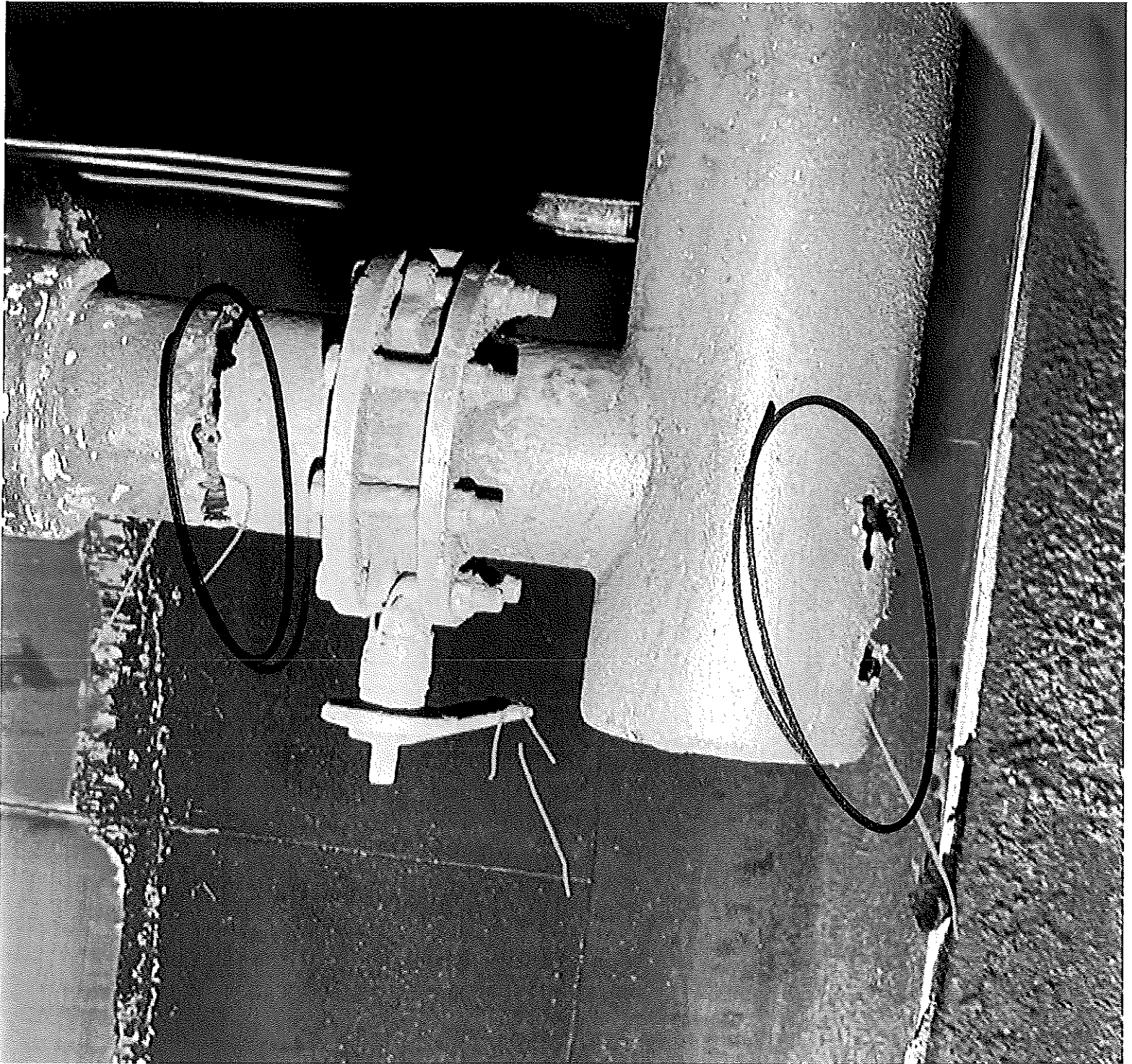
usgwater.com

## Exhibit A - Scope of Work

**Asset:** WELL 4 FILTER is approximately 13 ft dia x 12 ft Height (Interior) x 12 ft Height (Average Exterior Exposed)  
 Pricing below is for the replacement of 6" pipe, and a flange inside of the asset.

**Notes/Exclusions:** Scorecard pricing is valid until 12/30/2025. Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions.  
 USG Water Solutions reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.  
 Owner shall isolate and drain the Asset prior to renovation operations.

Owner shall provide that no moisture or water is entering the Asset during renovation operations.  
 Owner shall perform disinfection in accordance with AWWA C653, any testing, and return of Asset back to service.  
 Water and power must be available within 150' of Asset.  
 Bonds are not included.  
 Lead and / or Asbestos abatement of any kind is not included.  
 Containment of any kind is not included.  
 Equipment protection of any kind is not included.  
 USCI is not responsible for differing, latent or hidden conditions, including weather.  
 In the event of a different or unknown problem, USG Water Solutions will be entitled to equitable adjustment in price and time to compensate for additional costs.  
 All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included. Any environmental controls needed will be charged at cost +15%.  
 All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.  
 This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects.







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## Agenda Memo

Crest Hill, IL

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<b>Date:</b>	11/3/2025
<b>Submitter:</b>	Julius Hansen, Interim Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Approval of Final Payment to Williams Brothers for the East Water Reclamation Facility Phosphorus Removal Upgrade Contract 2-2021.

### Summary:

The East Water Reclamation Facility phosphorus removal upgrade project has been successfully completed based on observations by Strand Engineering during the entire project and passing the final inspection conducted March 27, 2025. Therefore, final payment is recommended.

### Recommended Council Action:

Approval of the final payment of \$100,988.53 to Williams Brothers for East Plant Phosphorus Removal Upgrade Contract 2-2021.

### Financial Impact:

Expenditure of \$100,988.53 from the Wastewater Fund.

### Attachments:

Memo, Recommendation Letter from Mike Ott, P.E. Strand Engineering, and Application for Payment.



Strand Associates, Inc.®  
 1170 South Houbolt Road  
 Joliet, IL 60431  
 (P) 815.744.4200  
 www.strand.com

June 5, 2025

Mr. Julius Hansen  
 City of Crest Hill  
 20600 City Center Boulevard  
 Crest Hill, IL 60403

Re: East Water Reclamation Facility Phosphorus Removal Upgrades  
 Contract 2-2021  
 City of Crest Hill, Illinois

Dear Julius,

In accordance with Article 15.06 of the General Conditions, this letter serves as our recommendation of final payment for Contract 2-2021. Enclosed is a copy of the final Application for Payment and accompanying documentation in accordance with the Contract Documents, including consent of the surety to final payment and final lien waivers. A final inspection in accordance with Article 15.05 of the General Conditions occurred on March 27, 2025. Based upon our observation of the Work during construction and final inspection, and our review of the final Application for Payment and accompanying documentation, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated in the enclosed final Application for Payment.

Furthermore, in accordance with Article 15.06 of the General Conditions and in support of our recommendation of payment of the final Application for Payment, this letter also provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated limitations in this notice and to the provisions of Article 15.07 of the General Conditions.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at March 5, 2025, and established the Correction Period for the Work, as defined in Article 15.08 of the General Conditions. A review of the Work will be scheduled with OWNER during the Correction Period, or within 1 year of the date of Substantial Completion, whichever occurs first, to evaluate the Work for items that may require correction under the terms of the Contract.

Please call 815-744-4200 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael G. Ott, P.E.

Enclosure

c: Bill Rutledge, Williams Brothers Construction Company  
 Matt Yentz, Strand Associates, Inc.®

4368.038\MGO\amr\R\JOL\Documents\Specifications\Archive\2021\Crest Hill, IL\3894.024 2-2021 MOZ (16) Specification Letters\h) Final Payment and Notice of Acceptability of Work\060525.docx

## SUMMARY SHEET

## APPLICATION FOR PAYMENT

OWNER: City of Crest Hill, Illinois PROJECT: East WRF Phosphorus Removal Upgrades  
 CONTRACTOR: Williams Brothers Construction Inc. CONTRACT: 1-2022  
 FOR PERIOD ENDING: 3/31/2025 PAYMENT APPLICATION DATE: 3/31/2025  
 PAYMENT APPLICATION NO.: 22

CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	\$4,930,000.00
PLUS: ADDITIONS TO CONTRACT	\$14,524.91
LESS: DEDUCTIONS FROM CONTRACT	\$0
ADJUSTED CONTRACT AMOUNT TO DATE	\$4,944,524.91

WORK PERFORMED

COST OF WORK COMPLETED	\$4,944,524.91
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$
NET AMOUNT EARNED TO DATE	\$4,944,524.91
LESS AMOUNT OF RETAINAGE	\$0
SUBTOTAL	\$4,944,524.91
LESS PREVIOUS PAYMENTS	\$(4,843,536.38)
AMOUNT DUE THIS APPLICATION	\$100,988.53

## CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

☐ Required lien waivers attached.

Dated 3/31/2025

Williams Brothers Construction, Inc.

CONTRACTOR

By

(Authorized Signature)

By

(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated

3/6, 2025

STRAND ASSOCIATES, INC.

By

(Authorized Signature)

By

(Print Name)

**APPLICATION FOR PAYMENT NO. 22****WBCI Invoice No3 25 553 22**TO OWNER: City of Crest Hill  
20600 City Center Blvd.

Crest Hill, Illinois 60403

FROM CONTRACTOR:

Williams Brothers Construction Inc. ; PO Box 1366; Peoria, IL 61654

From: Jacob Lee

Ph 309.688.0416; Fax 309.688.0891

Engineer: Strand Associates, Inc., 910 West Wingra Drive, Madison WI 53715

Att'n: Tim Juskiewicz

Ph 608.251.4843 Fax: 608.251.8655

CONTRACT FOR: General

PROJECT: East Water Reclamation Facility Phosphorus Removal Upgrades

OWNER's Contract No.

ENGINEER's Project No.

For Work accomplished through the date of: 03/31/2025

Continuation Sheet is attached.

1. Original Contract Price : .....	4,930,000.00
2. Net Change by Change Orders and Written Amendments ( + or - ) .....	14,524.91
3. Current contract Price ( 1 plus 2 ): ....	4,944,524.91
4. Total completed and stored to date:.....	4,944,524.91
5. Retainage ( per agreement ):	
a. Fixed at .....	0.00
b. Fixed at Stored Material.....	
Total Retainage (Line 5a + 5b ) .....	0.00
6. Total completed and stored to date less retainage ( 4 minus 5 ): .....	4,944,524.91
7. Less previous Application for Payments: .....	(4,843,536.38)
(Line 6 from prior Certificate)	
8. DUE THIS APPLICATION ( 6 MINUS 7 ) : .....	100,988.53

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payments numbered 1 through 21 inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated 03/31/2025 PER. TO:

03/31/2025 By:

CONTRACTOR By: Jacob Lee, Accountant

☐ Required lien waivers attached.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: \_\_\_\_\_

STRAND ASSOCIATES, INC.

BY: \_\_\_\_\_

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**Agenda Memo**


Crest Hill, IL

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**Date:** 10/30/25  
**Submitter:** Julius Hansen, Interim Director of Public Works  
**Department:** Public Works  
**Agenda Item:** Approval of Tier 1 SCADA Project

**Summary:**

The water system SCADA system needs many upgrades to function properly to provide the ROIC the support necessary to operate the water system dependably. Mary Seehafer, P.E. Stand Engineering developed an RFP to make Tier 1 improvements at the existing well houses. This is the start of a more comprehensive upgrade. The RFP was sent to the following contractors:

- Test1
- Elliott Electric
- MJ Electric (Shane Elliott)
- Morse
- Excel Electric

Three proposals were received for the Tier 1 SCADA work. All 3 bids include scope by Energenecs.

Site	MJ Electric	Elliott Electric	Morse
Well 1	\$ 5,565	\$ 7,500	\$ 24,620
Well 4	\$ 4,737	\$ 6,900	\$ 18,563
Well 7	\$ 1,800	\$ 1,360	\$ 4,736
Well 8	\$ 7,672	\$ 7,700	\$ 22,349
Well 9/12	\$ 7,591	\$ 7,600	\$ 23,016
Well 10	\$ 8,006	\$ 8,860	\$ 24,932
Well 11	\$ 7,285	\$ 7,450	\$ 21,784
<b>Total</b>	<b>\$ 42,656</b>	<b>\$ 47,370</b>	<b>\$ 140,000</b>

**Special Notes:**

- The proposal from MJ Electric indicated an exception to the RFP requirement for rigid galvanized steel conduit everywhere except Chemical Rooms - they are proposing EMT to match existing conditions.
- Neither MJ nor Elliott indicated a completion schedule. Energenecs indicated needing 3 months to complete the work.

**Recommended Council Action:**

Approval of Tier 1 SCADA project awarded to MJ Electric.

**Financial Impact:**

Expenditure of not to exceed \$45,000 (low bid +~5% contingency) from the Water Fund 07-07-5330

**Attachments:**

Memo, RFP



Strand Associates, Inc.®  
 910 West Wingra Drive  
 Madison, WI 53715  
 (P) 608.251.4843  
 www.strand.com

September 24, 2025

Re: Water Utility Supervisory Control and Data Acquisition (SCADA) System  
 City of Crest Hill, Illinois (Owner)

On behalf of Owner, Strand Associates, Inc.® is sending you this request for cost proposal for electrical services. These services are requested to address functionality and reliability concerns with the existing SCADA system. The improvements at the seven sites are listed in the following.

Well No. 1

1. Replace three existing smoke detectors. Smoke detectors shall be 120 volts alternating current (VAC) with two Form A/C contacts, Gentex Model STRR, or equal. Provide two #12 and #12 ground in 3/4-inch conduit from the lighting panel to each smoke detector and two #14 in 3/4-inch conduit from the SCADA panel to each smoke detector. Test and verify the smoke alarm indication to the SCADA panel, locally and at the master station. Coordinate with Energenec to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each smoke detector:

- a. 10 feet (electrical room device)
- b. 20 feet (storage room device)
- c. 30 feet (chemical room device)

2. Provide a low-temperature thermostat in each room. Thermostats shall be rated National Electrical Manufacturers Association (NEMA) 4X, PECO Model TF115-001, or equal. Provide two #14 in 3/4-inch conduit from the SCADA panel to each thermostat. Test and verify the low-temperature indication to the SCADA panel, locally and at the master station. Coordinate with Energenec to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each thermostat:

- a. 15 feet (electrical room device)
- b. 25 feet (storage room device)
- c. 35 feet (chemical room device)

3. Add high- and low-pressure alarms on the existing system pressure input to the SCADA system. Provide operator adjustable alarm set points at the operating interface panel (OIP). Test and verify the high- and low-pressure indication to the SCADA panel, locally and at the master station. Coordinate with Energenec to verify the existing alarm dialer calls out on each alarm.

## Strand Associates, Inc.®

Mr. Justin Pfizenmaier  
Excel Electric  
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September 24, 2025

Well No. 4

1. Provide smoke detectors in the filter and chemical rooms. Smoke detectors shall be 120 VAC with two Form A/C contacts, Gentex Model STRR, or equal. Provide two #12 and #12 ground in 3/4-inch conduit from the lighting panel to each smoke detector and two #14 in 3/4-inch conduit from the SCADA panel to each smoke detector. Test and verify the smoke alarm indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each smoke detector:

- a. 10 feet (electrical room device)
  - b. 30 feet (chemical room device)
2. Provide low-temperature thermostats in the filter and chemical rooms. Thermostats shall be rated NEMA 4X, PECO Model TF115-001, or equal. Provide two #14 in 3/4-inch conduit from the SCADA panel to each thermostat. Test and verify the low-temperature indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each thermostat:

- a. 15 feet (electrical room device)
  - b. 35 feet (chemical room device)
3. Provide indication of "well pump stop" (high filter level) and "service pump stop" (low filter level) as measured by the existing iron filter level probes at the SCADA system. There are existing Ametek 1500 series level control relays with spare contacts in the US Filter control panel that can be used to obtain these signals. Modify the US Filter control panel as required. Provide four #14 in existing 3/4-inch conduit containing discrete signal wiring from the SCADA panel to the US Filter control panel, which is directly adjacent to the SCADA panel. There are existing digital inputs at the SCADA panel for this signal (I:0/12 through I:0/19). Provide programmable logic controller (PLC), OIP, and Human-Machine Interface (HMI) graphics programming as required. Test and verify the indication of both signals to the SCADA panel, locally and at the master station.

Well No. 7

1. Review the wiring terminations associated with the existing drawdown level transducer at the instrument (if there is a field-installed junction box where the transducer cable is spliced) and at the SCADA panel. Review and adjust the scaling of the transducer and feedback to the SCADA panel, locally and at the master station. The transducer was replaced recently, but the well level does not display accurately at the SCADA panel.

Well No. 8

1. Provide smoke detectors in the filter, chemical, and electrical rooms. Smoke detectors shall be 120 VAC with two Form A/C contacts, Gentex Model STRR, or equal. Provide two #12 and #12 ground in 3/4-inch conduit from the lighting panel to each smoke detector and two #14 in 3/4-inch conduit from the SCADA panel to each smoke detector. Test and verify the smoke alarm



Mr. Justin Pfizenmaier  
Excel Electric  
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September 24, 2025

indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

2. Assume the following distances between the SCADA panel and each smoke detector:

- a. 10 feet (electrical room device)
- b. 15 feet (filter room device)
- c. 10 feet (chemical room device)

3. Provide low-temperature thermostats in the filter, chemical, and electrical rooms. Thermostats shall be rated NEMA 4X, PECO Model TF115-001, or equal. Provide two #14 in 3/4-inch conduit from the SCADA panel to each thermostat. Test and verify the low-temperature indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each thermostat:

- a. 15 feet (electrical room device)
- b. 20 feet (filter room device)
- c. 15 feet (chemical room device)

4. Provide indication of "well pump stop" (high filter level) and "service pump stop" (low filter level) as measured by the existing iron filter level probes at the SCADA system. There are existing Ametek B/W 1500 series level control relays with spare contacts in the US Filter control panel that can be used to obtain these signals. Modify the US Filter control panel as required. Provide four #14 in existing 3/4-inch conduit containing discrete signal wiring from the SCADA panel to the US Filter control panel, which is approximately 15 feet away from the SCADA panel. There are existing digital inputs at the SCADA panel for this signal (I:0/16 through I:0/19). Provide PLC, OIP, and HMI graphics programming as required. Test and verify the indication of both signals to the SCADA panel, locally and at the master station.

#### Well Nos. 9 and 12

1. Provide smoke detectors in the filter, chemical, and electrical rooms. Smoke detectors shall be 120 VAC with two Form A/C contacts, Gentex Model STRR, or equal. Provide two #12 and #12 ground in 3/4-inch conduit from the lighting panel to each smoke detector and two #14 in 3/4-inch conduit from the SCADA panel to each smoke detector. Test and verify the smoke alarm indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each smoke detector:

- a. 10 feet (electrical room device)
- b. 15 feet (filter room device)
- c. 20 feet (chemical room device)

2. Provide low-temperature thermostats in the filter, chemical and electrical rooms. Thermostats shall be rated NEMA 4X, PECO Model TF115-001, or equal. Provide two #14 in 3/4-inch conduit from the SCADA panel to each thermostat. Test and verify the low-temperature

Mr. Justin Pfizenmaier  
Excel Electric  
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September 24, 2025

indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each thermostat:

- a. 15 feet (electrical room device)
- b. 20 feet (filter room device)
- c. 25 feet (chemical room device)

#### Well No. 10

1. Provide smoke detectors in the filter, chemical, and electrical rooms. Smoke detectors shall be 120 VAC with two Form A/C contacts, Gentex Model STRR, or equal. Provide two #12 and #12 ground in 3/4-inch conduit from the lighting panel to each smoke detector and two #14 in 3/4-inch conduit from the SCADA panel to each smoke detector. Test and verify the smoke alarm indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each smoke detector:

- a. 10 feet (electrical room device)
- b. 15 feet (filter room device)
- c. 20 feet (chemical room device)

2. Provide low-temperature thermostats in the filter, chemical, and electrical rooms. Thermostats shall be rated NEMA 4X, PECO Model TF115-001, or equal. Provide two #14 in 3/4-inch conduit from the SCADA panel to each thermostat. Test and verify the low-temperature indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each thermostat:

- a. 15 feet (electrical room device)
- b. 20 feet (filter room device)
- c. 25 feet (chemical room device)

3. Program an available output relay on the existing high service pump variable frequency drive (VFD) to indicate "VFD Fault" at the SCADA panel, locally and at the master station. Provide two #14 in existing 3/4-inch conduit containing discrete signal wiring from the SCADA panel to the VFD, which is approximately 15 feet away from the SCADA panel.
4. Add an indication of "Filter In Backwash" to the SCADA panel, locally and at the master station. Provide an interposing relay and panel modifications in the US Filter control panel as required to derive a dry contact for "Filter In Backwash" indication. There is an existing digital input at the SCADA panel for this signal (I/9). Provide two #14 in existing 3/4-inch conduit containing discrete signal wiring from the SCADA panel to the US Filter control panel, which is approximately 20 feet away from the SCADA panel.

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5. Provide indication of “well pump stop” (high filter level) and “service pump stop” (low filter level) as measured by the existing iron filter level probes at the SCADA system. There are existing Ametek B/W 1500 series level control relays with spare contacts in the US Filter control panel that can be used to obtain these signals. Modify the US Filter control panel as required. Provide four #14 in existing 3/4-inch conduit containing discrete signal wiring from the SCADA panel to the US Filter control panel, which is approximately 20 feet away from the SCADA panel. There are existing digital inputs at the SCADA panel for this signal (I:0/12 and I:0/13). Provide PLC, OIP, and HMI graphics programming as required. Test and verify the indication of both signals to the SCADA panel, locally and at the master station.

#### Well No. 11

1. Provide smoke detectors in the filter, chemical, and electrical rooms. Smoke detectors shall be 120 VAC with two Form A/C contacts, Gentex Model STRR, or equal. Provide two #12 and #12 ground in 3/4-inch conduit from the lighting panel to each smoke detector and two #14 in 3/4-inch conduit from the SCADA panel to each smoke detector. Test and verify the smoke alarm indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each smoke detector:

- a. 10 feet (electrical room device)
- b. 15 feet (filter room device)
- c. 20 feet (chemical room device)

2. Provide low-temperature thermostats in the filter, chemical, and electrical rooms. Thermostats shall be rated NEMA 4X, PECO Model TF115-001, or equal. Provide two #14 in 3/4-inch conduit from the SCADA panel to each thermostat. Test and verify the low-temperature indication to the SCADA panel, locally and at the master station. Coordinate with Energenecs to verify the existing alarm dialer calls out on each alarm.

Assume the following distances between the SCADA panel and each thermostat:

- a. 15 feet (electrical room device)
- b. 20 feet (filter room device)
- c. 25 feet (chemical room device)

All investigation related to electrical equipment, instruments, and wiring will be completed by a licensed electrician. Wiring diagrams exist for all control panels but should not be assumed to be accurate. Contact Nick Crevcoure at Energenecs at 262-377-6360 for scope items indicated.

All wiring shall comply with the National Electric Code (NEC) and applicable state and local codes. All wiring shall be run in conduit. Conduit shall be galvanized rigid steel, with hot-dipped galvanized supporting members, except conduit in the chemical rooms shall be Schedule 40 polyvinyl chloride with fiberglass reinforced plastic supporting members. Electrical Metallic Tubing (EMT) and Intermediate Metal Conduit (IMC) are not acceptable. Final connections may be made with liquid-tight flexible metal conduit. All wiring shall be type XHHW-2. Provide wire markers on each conductor, including neutral conductors. Markers on the power conductors shall identify the panel and branch circuit numbers. Markers on control conductors shall match the wire numbers shown on the control drawings. Wire

Strand Associates, Inc.®

Mr. Justin Pfizenmaier  
Excel Electric  
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markers shall be permanently attached, heat-shrink type labels, Brady Model 3PS, or equal. Each equipment item shall be properly grounded in accordance with Section 250 of the NEC.

Provide a proposal including all labor and materials costs to complete the proposed work. Proposals shall be itemized by site and scope item as previously numbered. Include a comment on the soonest availability of qualified staff. It is desired that the work be completed no later than November 1, 2025.

The proposals are due by or before October 6, 2025. Please address the proposal to Julius Hansen (City of Crest Hill) and send one copy to each of the following addresses:

Julius Hansen  
City of Crest Hill  
[REDACTED]  
Crest Hill, IL 60403

Mary Seehafer  
Strand Associates, Inc.®  
910 West Wingra Drive  
Madison, WI 53715

If you have any questions, please call 608-251-4843.

Sincerely,

STRAND ASSOCIATES, INC.®

*Mary Seehafer*  
Mary E. Seehafer

c: Julius Hansen, City of Crest Hill

## Agenda Memo

Crest Hill, IL



<b>Date:</b>	11/06/25
<b>Submitter:</b>	Julius Hansen, Interim Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Snow Removal Standard Operating Procedure

### Summary:

The current Winter Operations Manual lacks the content that makes up a good plan. In addition, drivers were behind the wheel for too long of a time creating a potential safety hazard for the public and themselves. For these reasons the proposed improvements to the Winter Operations Manual are detailed in a Standard Operating Procedure that can serve as an addendum to the manual for future reference.

The intention is to implement these changes now, to have a better plan for this winter, out of an abundance of caution. The timing is good because many credible sources are predicting colder temperatures and more accumulating snow this winter (last year's total accumulation was less than 12 inches).

Here are some of the highlights of details in the S.O.P.:

1). Having two established shifts would provide 24/7 service for as long as it snows. Employees would know which shift they are on in advance. Drivers will only drive 12 hours maximum on their assigned shift. Drivers would rest for a minimum of 8 hours.

- Night shift 11p.m. to 11am = maximum 12 hours behind the wheel
- Day shift 11a.m. to 11 pm = maximum 12 hours behind the wheel

2). The number of priority streets has increased significantly from just being Caton Farm, Division, Gaylord, Knapp and part of Theodore. Cedarwood, and Oakland. The streets with higher traffic volumes and dangerous hills need to be handled differently than residential streets. All streets will be plowed and salted but not all in the same way. This will allow a more strategic approach based on priority and efficient use of resources during a snow event.

3). Only three Public Works employees will not be assigned to a snow removal shift. Each will be exempt from snow removal to oversee the East and West sewage treatment plants and the water system. All other employees will participate in snow plowing operations on one of the shifts.

4). Salting will be reduced to a single pass of salt down the center of the street unless it is a priority street that will receive two passes of salt equaling one pass in each direction per application. This method will reduce salt usage on residential streets and the time it takes to perform a salting application per occurrence. Using the right amount of salt saves money, reduces the impact on the environment including the quality of drinking water.

In summary, the proposed Snow Removal S.O.P. gives details of how these improvements can be achieved this winter with the resources the city currently has available to fight snow. Some of the procedures that have been utilized in the past are not best management practices for snow removal operations, but the Snow Removal S.O.P. will allow the city to meet those standards that are required.

**Recommended Council Action:**

Approving the implementation of the Standard Operating Procedure as Presented

**Financial Impact:**

N/A

**Attachments:**

Memo, Power Point Presentation, Current Snow Manual



# Winter Operations Manual

## Snow and Ice Removal

# 2022-2023

## **Purpose**

The purpose of this manual is to provide general guidelines and service level expectations with regard to snow and ice removal within the City of Crest Hill, Illinois. This document will outline various procedures involved in plowing, salting, and anti-icing (an activity intended to prevent the bond of snow and ice to a roadway). The manual also provides material application recommendations over various conditions. The reader should note that the procedures outlined herein do not seek to maintain bare pavement conditions during a storm but seek to attain that goal at its conclusion when possible. Several factors, such as pavement temperature, air temperature, sunlight, and traffic volume affect the ability to completely removed bonded snow from a roadway. Staff seeks to meet this goal with an awareness of the detrimental and cumulative effect of chlorides to area waterways and potable drinking water sources.

## **Disclaimer**

Procedures listed in this manual are considered best practices only and are intended to provide general guidelines for ice and snow removal. As weather conditions vary, ice and snow control treatment plans may be implemented that deviate from the specifications listed in this manual.



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  - B. Summary of Responsibilities**
  - C. Snow and Ice Control Procedures**
  - D. Forecast/Level of Response and General Procedures**
  - E. Storm Command Center**
- II. Employee and Equipment List**
- III. Plowing Assignments and Anti-Icing Maps**
- IV. List of Cul-de-sacs, Alleys, Dead Ends**
- V. Material and Supplies**

## **I. General Procedures**

DRAFT

**CITY OF CREST HILL****2022 SNOW AND ICE CONTROL PLAN****GOALS and OBJECTIVES****MISSION STATEMENT**

It is the mission of the Department of Public Works to provide safe streets through efficient and timely snow and ice control. This is accomplished by being appropriately equipped with the latest advancements in snow fighting equipment, technology and materials, utilizing a well-trained, professional staff, following best management practices, and being well-organized and prepared for any winter storm event.

**INTRODUCTION**

The City of Crest Hill is situated within the moderate snowfall band, receiving an annual average snowfall of approximately 40 inches, although snowfall totals in excess of 90 inches and less than 14 inches per year have occurred. The task of keeping Crest Hill's 83 plus centerline miles of streets safe for vehicular traffic during and following winter storms is the responsibility of the Department of Public Works. The Department takes this charge seriously and has no single program that utilizes all of the resources available as completely as the snow and ice control program does. This plan outlines the procedures and resources utilized to achieve the goal of keeping the streets as safe as possible during snow events.

For the purpose of coverage under the plan, the City is divided into six (6) zones consisting of five (5) residential routes and one (1) arterial route. One plow truck and driver is assigned to each route to maximize familiarity and provide a consistent level of service. An additional truck assists in the arterial route if necessary. These routes are utilized for all plowing and salting applications. Plow trucks will commence plowing operations as necessary. Drivers will shift to full-width plowing at the end of a storm should conditions warrant.

**PLANNING THE STORM RESPONSE****Snow and Ice Events**

The task of monitoring the weather and establishing a response plan for each event falls to the Director of Public Works and Assistant Director of Public Works. The Streets Crew Leader will provide assistance in support of those efforts. It should be noted in the case of a severe snow event, it may be necessary to have more than one supervisor on duty. However, during an average snowfall, one supervisor will direct operations.

Weather forecast information is monitored and received through various online sources via the Internet and broadcast television. The Director of Public Works and Assistant Director of Public Works are primarily responsible for monitoring information and advising the rest of the staff in the department of any potential storm or forecast that would require the need for snow and ice

intervention. The Public Works Management staff will decide what immediate and/or standby action is needed and take the necessary steps to see that the action is taken. In certain cases, the Police Department Shift Supervisor will notify Police Communications of any icing problems on the commencement of any unanticipated icing conditions. The Police Communications Operator will immediately notify the Director of City Services as to the extent of the icing problems. The Director of Public Works and Assistant Director of Public Works will assign drivers and plow trucks as necessary to apply material to address slippery conditions when warranted during short-duration events. The Director of Public Works and Assistant Director of Public Works will then assess conditions and various forecasting sources and determine an updated projection of storm intensity and duration. Based on the information received, further plans may be formulated.

After-hours weather forecast information is also monitored by Public Works management staff outside of normal operating hours. Should an unanticipated storm develop, they will develop an appropriate response and inform the City Administrator or his/her designee.

### **LEVEL OF RESPONSE**

Based on the weather forecast, the appropriate level of response to any given storm will be chosen by the Duty Director. To the extent possible, the number of drivers and trucks utilized during the storm and the timing of their shifts will be established in advance. Utilizing this approach maximizes the chance that the needed resources will be available for the initial response and throughout the storm event. This level of response can, in general, be built around several different scenarios:

#### **II. Forecast for snow or when temperatures may cause a frost.**

During normal working hours, anti-icing chemicals are applied to bridge decks, streets with hills or curves, and streets within school zones as a preventative measure. Typically, this material is also applied prior to weekends during the heart of the winter season as necessary

#### **III. Forecast for 4" or less of snow.**

Up to six (6) plow trucks may be dispatched throughout the City when the Duty Director is notified that the streets have started icing or that streets are getting slippery. Trucks are dispatched and may begin salting primary streets, snow routes, and spot salting secondary streets and residential streets as necessary with the objective being to keep passable the streets that are traveled throughout the City. Drivers in residential routes are instructed to spot salt all streets as necessary to include intersections in conjunction with hills, bridges, and snow routes.

The weather forecast and radar information will continue to be reviewed throughout the storm. If the storm is near the end, plow trucks will continue to patrol, salting only as necessary.

It is the goal of the Department of Public Works to have this type of snowfall completely cleared within six hours after the snowfall ceases.

#### IV. Forecast for 4" to 8" of snow

Projected staffing for the event may require the use of two shifts of up to sixteen-hour increments if necessary, taking into consideration the need to appropriately man water and wastewater operations, to deploy plow trucks for the initial call out based upon the judgment of the Public Works Management staff. This set up may include, if necessary, sending a group of drivers home to rest so they can work safely throughout their shift. The initial response may include up to six (6) plow trucks that can be dispatched throughout the City when the Duty Director is notified that the streets have started icing or are getting slippery. Trucks are dispatched and will begin salting primary streets, snow routes, and spot salting secondary streets and residential streets as necessary with the objective being to keep streets passable throughout the City. Drivers in residential routes may spot salt all streets as necessary to include intersections in conjunction with hills, bridges, and snow routes.

If accumulation of snow is less than one (1) inch when the call out begins and the accumulation rate is slow, plow trucks will apply salt to hills, bridges, and intersections as necessary until the accumulation increases.

Until such time that conditions warrant and an additional driver is called in to plow cul-de-sacs, Plow Drivers will make a pass through cul-de-sacs located within their route to keep them open and passable. In most cases, the additional driver will be called in once accumulation exceeds 2" depending on conditions.

It is the goal of the Department of Public Works to have this type of snowfall completely cleared within 12 hours after the snowfall ceases.

#### V. Forecast for 8" or more, with storm lasting more than 24 hours

Projected staffing for the event may require the use of two shifts of up to sixteen-hour increments if necessary, taking into consideration the need to appropriately man water and wastewater operations, to deploy plow trucks for the initial call out based upon the judgment of the Public Works Management staff. This set up may include, if necessary, sending a group of drivers home to rest so they can work safely throughout their shift. The initial response may include up to six (6) plow trucks that can be dispatched throughout the City when the Duty Supervisor is notified that the streets have started icing or are getting slippery. Trucks are dispatched and will begin salting primary streets, snow routes, and spot salting secondary streets and residential streets as necessary with the objective being to keep streets passable throughout the City.

Drivers in residential routes will spot salt all streets as necessary to include intersections in conjunction with hills, bridges, and snow routes.

If accumulation of snow is less than one (1) inch when the call out begins and the accumulation rate is slow, plow trucks will apply salt to hills, bridges, and intersections as necessary until the accumulation increases.

Until such time that conditions warrant and an additional driver is called in to plow cul-de-sacs, Plow Drivers will make a pass through cul-de-sacs located within their route to keep them open and passable. In most cases, the additional driver will be called in once accumulation exceeds 2" depending on conditions.

These types of snowfalls are infrequent; however, when they do occur they are planned for with thought that multiple split shifts will be required in order that the ice and snow is removed from city streets. It is the goal of the Department of Public Works to have this type of snowfall completely cleared within 24 hours after the snowfall ceases.

### **PUBLIC SIDEWALKS**

Clearing sidewalks around City Hall will start as soon as practical following commencement of an event. Utilities staff will address shoveling/plowing needs at the various wells and plants as necessary and when possible.

### **PARKING LOTS**

Public Works is ultimately responsible for the clearing of the City Hall parking lots and lots at city-owned facilities. This operation shall include salting and plowing. Snow is to be deposited in parking lots in a manner that is the least disruptive to parking as possible. No snow shall be placed in crosswalks or pedestrian areas. Staff will haul excessive accumulations of snow when necessary and within the ability of available staff.

## **SUMMARY OF RESPONSIBILITIES**

The task of keeping vehicular traffic moving on Crest Hill's 83 miles of streets during and following winter storms is the responsibility of the Public Works Department as more specifically detailed in this manual.

**FLEET SERVICES:** This Division has the key responsibility of insuring that all designated snow control equipment is properly outfitted and ready for use during snow operations. They may also be used in emergencies situations for salting and plowing as deemed necessary.

**WASTEWATER and WATER TREATMENT DIVISION:** Personnel from this Division are integrated with the Street Division for winter storm operations.

**STREETS DIVISION:** This Division has the responsibility for the receipt and analysis of storm warnings; the determination as to the type, amount, and timing of operations; the altering of personnel assignments; control of operations and direction of snow control strategies; and salting and plowing within the Plow Routes.

### **Duty Director Responsibilities:**

- Review weather forecasts daily.
- Verify status of equipment and staff availability.
- Determine if drivers should be sent home early for evening coverage.
- Determine if drivers should be kept after normal quitting times.
- Advise Police Communications of proposed response plan and update them as necessary
- If a full call-out of plow trucks is needed, the Duty Director should come in for the call out of the plow drivers to assist with deployment and startup.
- Inform Police Communications when crews are no longer working, or when a crew is left on for isolated slippery spots.
- Maintain status board during snow operations.
- Fill out call-out log and snow command checklist.
- Keep Public Works Management staff advised of status / plans.

**Crew Leader Snow Responsibilities**

- Coordinate with other Divisions to make sure the garage is clean and organized at the end of each day to insure easy and accident free deployment of snow equipment.
- Work with On Call Supervisor to coordinate staffing needs and implementation.
- During salting/plowing operations:
- Assist salt truck drivers to clear trucks blocking the exit doors.
- Field calls for service and dispatch to the appropriate driver if determined to be an emergency.
- Coordinate with the Fleet Division staff for any truck repairs and call the on call Mechanic, if necessary.
- Do periodic street inspections for salt effectiveness.
- Inform on call supervisor of any changes/ problems including street conditions and weather updates.



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## **SNOW AND ICE CONTROL PROCEDURES**

The initial response is the spreading of rock salt (sodium chloride) treated with a liquid pre-wetting solution of an organic sugar byproduct, calcium chloride, and salt brine on routes that include arterial roadways, emergency locations and known trouble spots. The plow routes will continue to receive salt applications as required in an effort to maintain safe vehicular traffic. Salt operations will not necessarily result in bare pavement conditions during snowfall periods. Plow vehicles are equipped with front-end plows and will plow and salt simultaneously as appropriate.

For the majority of salting events, after the snowfall has stopped, primary roads and trouble spots will receive salt with the intent of reaching bare pavement. Low volume residential roads and cul-de-sacs will receive spot salting at critical locations such as intersections, long straight sections, curves, or inclines. Although salt is not normally applied constantly along the entire length of minor volume streets, staff may alter this standard to allow for consistent salting if pending weather conditions are not conducive to attaining near bare pavement conditions within a reasonable time after the event ceases. Salt may be applied along the entire length of residential streets during an ice storm. To maximize its effectiveness, salt is applied to the center of the roadway as the resulting salt brine generally flows to the edges allowing for maximum coverage. Salt placed outside the roadway crown has the potential to bounce into the gutter where it loses its operational effectiveness.

With favorable temperatures, rock salt will melt up to one inch of snow and reduce the bonding of compacted snow to pavement, thus ensuring a more efficient plowing operation when plowing becomes necessary. Rock salt is effective only above 15 degrees Fahrenheit. The pre-wet solution lowers the effective temperature of rock salt to melt ice and snow to temperatures as low as minus 30 degrees Fahrenheit.

### **ANTI-ICING**

Anti-icing is a road maintenance strategy that tries to keep the bond between ice and the pavement surface from forming. It involves applying ice control chemicals before or at the very beginning of the storm. Using this strategy often reduces total chemical use and allows a higher level of service to the traveling public. Anti-icing chemicals will be applied to outer roadways, hills, significant curves, and school zones if there is a chance of ice or frost forming and weather conditions permit.

### **SALT APPLICATIONS**

All salt spreaders are calibrated in late October and rated in terms of pounds per lane mile. The calibration settings are pre-set prior to each winter season. Application rates can be adjusted by the operator of each truck if necessary. When rock salt is treated with the pre-wet solution, ten gallons of the solution is applied to every one ton of rock salt at the set application rate. The Fleet Division is responsible for ensuring that each salt spreader is calibrated and that the following application rates are followed. These are a useful guideline and may not represent actual application.

### **MATERIAL APPLICATION RATE GUIDELINES**

<u>Type of Storm</u>	<u>Guidelines</u>
<b><u>CONDITION 1</u></b>  Temperature - at or above 30 degrees. Precipitation - snow, sleet or freezing rain. Pavement condition - wet, ice or snow.	On arterial and residential routes, if freezing rain, apply salt at 500-700 lbs. lane mile. Residential routes are spot salted. Enough salt is used to clear intersections to bare pavement at 500 lbs. per lane mile.
<b><u>CONDITION 2</u></b>  Temperature - below 30 degrees or falling to above 15 degrees. Precipitation - snow, sleet or freezing rain. Pavement Condition-ice or snow.	On arterial and residential routes, apply salt at 400-600 lbs. per lane mile and pre-wet. If snowfall continues and accumulates, plow and repeat salt at 500 lbs. per lane mile. For residential routes, plows apply salt after snow abates and salt to clear intersections to bare pavement at 300 lbs. per lane mile with pre-wetting solution.
<b><u>CONDITION 3</u></b>  Temperature - below 10 degrees and falling. Precipitation - snow. Pavement Condition - ice or snow.	On primary and snow routes, apply per-wet at a rate of 400-600 lbs. per lane mile. When snow becomes slushy, remove by plowing and repeat application at 200-400 lbs. per lane mile. Residential routes, apply a salt and pre-wet mixture and use enough to clear intersections at a rate of 200-400 lbs. per lane mile.

### **SALT STORAGE**

It is anticipated, with planned salting, in an average winter, the City will use up to 1,500 tons of rock salt. Even minor winter storms will require about 150 tons of salt. The City's stored inventory is 1,800 tons (estimated). The salt usage in the 2022 season is estimated at about 1,500 tons. We have a contractual obligation to purchase 1,800 tons during the 2022-2023 winter season, and can purchase as much as 1,800 tons if needed.

Salt is loaded by the truck operator with a front-end loader located at the salt storage site. The Assistant Director of Public Works will initiate the replenishment of salt stock as necessary.

## **RECORDS AND REPORTING**

For the purpose of performance evaluation, as well as the necessity to document ice control operations, accurate information on the work accomplished must be kept. After each storm, staff will gather and compile data on storm type, duration, miles driven, fuel, and material used.

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## EMERGENCIES AND COMPLAINTS

The established snow plowing routes will result in the quickest and most efficient removal of snow from City streets. Deviations from these routes will result in a less timely overall removal of snow. Consequently, no plow operator will deviate from his route unless so directed. If a police, fire or medical emergency requires an interruption of a normal route plowing operation, the request must be made through the Duty Director who will then assign a particular vehicle to the emergency request.

Plowing snow onto driveways and sidewalks is unavoidable. The amount of snow plowed onto driveways and sidewalks will vary depending on several factors:

- a. Rate of speed of plow truck.
- b. Type of snow (light/fluffy vs. heavy/wet).
- c. Type of plow blade (steel or rubber, Crest Hill currently uses steel blades).
- d. Distance between sidewalk and edge of street.
- e. Type of street (collector, arterial, residential, dead-end) relative to depth of snow.

Cul-de-sacs are plowed in a counter-clockwise fashion starting in the center working to the curb (as compared with (a) plowing to the center, (b) plowing only the outer ring at the curb, or plowing each individually in an attempt to avoid all driveways, hydrants, mailboxes, trees, signs, street lights, etc.) so as to complete the clearing operation as quickly as possible. This recognized procedure may result in more snow in a cul-de-sac driveway as compared with a driveway along a straight length of street. Snow is not plowed to the center of the cul-de-sac because:

1. Cannot plow in a clockwise direction due to turning radius and angle of the plow.
2. Over a period of time, no storage space in center after a few consecutive snow falls.
3. Piles of snow in center leads to kids tunneling and playing -- an unsafe condition.
4. Piled snow in center covers manholes which must remain accessible (water valves and sewer mains).
5. Snow melting from these piles will create icing in the travel lanes since cul-de-sacs are designed to drain to the outside curb.

Time permitting or during periods when snow is wet and heavy, plow drivers may attempt to plow snow to open areas.

Snow plow drivers make every effort to plow as close to mailboxes as possible so that mail delivery is not interrupted. During heavy snowfalls, especially on cul-de-sacs, it is very

difficult for the plows to completely clear snow away from mailboxes without risking damage to the post or the mailbox itself. It is the responsibility of the resident to remove snow from around the mailbox to assure uninterrupted delivery of mail.

Properly installed and maintained mailboxes will be reimbursed by the City if the damage was caused by City equipment making direct contact with the mailbox. Temporary repairs may be made upon notification as time permits.

Snow which is plowed, shoveled or blown from private property onto City Streets (public right-of-way) creates a hazard for vehicular movements and can adversely impact snow removal operations. This action is in violation of the Crest Hill Municipal Code, Section 12.16.090 which states:

***DEPOSIT OF SNOW AND ICE PROHIBITED***

*No owner or occupant of a residence or business shall cause or allow the shoveling, blowing, hauling or otherwise depositing snow or ice onto any city street or upon any private street where members of the general public may be reasonably expected to travel. This prohibition shall not be construed to require residents to remove snow or ice from streets which has fallen there naturally. (Ord. 1336, passed 12-20-04)*

Individuals should shovel or blow snow from sidewalks or driveways onto the treebank (parkway), not into the roadway.

Specific rectifiable complaints will be handled as soon as practicable but shall not interfere with the expeditious completion of the plowing operations underway. Normal complaints will be handled only after operations have been completed.

## **PARKING LOTS**

### **GENERAL**

Public Works is responsible for clearing the City Hall and Police Department parking lot and parking areas at City facilities. The standards for snow plowing of City operated parking lots are:

1. All City lots should be plowed by 7:30 A.M. the morning after the storm per the parking lot priority list. Plowing will start when snowfall exceeds two inches in depth.
2. All snow will be plowed to in such a manner that it does not negatively impact parking spaces.



## **STORM COMMAND CENTER**

The vast majority of snowstorms in the Crest Hill area are less than eight inches (8") in depth and can normally be managed without the necessity of establishing special communications procedures. The City will activate the SCC when it is determined the type and extent of a storm warrants a centralized location for coordination.

The purpose of the SCC is:

1. Central location for the monitoring and control of on-going storm operations for operational decision making.
2. To provide a central contact point to the public for the issuance of status information.
3. To provide an up-to-date single contact point to news media for the issuance of accurate status information.
4. To provide a central location from which accurate information can be provided to City Administration and City Officials.

The SCC will be located at the Public Works Department, 2090 Oakland Ave.

**TELEPHONE:** The SCC is equipped with the following telephone line:

Public Access Number 815-741-5108. This telephone number rolls over to other extensions providing expanded access should call volume deem it necessary.

**RADIO:** The SCC is radio-equipped for contact with Public Work snow removal personnel.

**STATUS MAPS:** The SCC has a large scale City map for the on-going recording of snow removal status against which snow plowing and salting routes have been marked. The SCC also has numerous television monitors to track storm updates in real time.

## **STATUS REPORTING**

The City has 6 Plow District routes and the drivers will call in to the SCC at the start of plowing, at various points (as designated) and at the completion of the route so as to provide a constantly updated status report of the clearing operation.

The SCC operation will be terminated only after all routes have been plowed and the conditions giving rise to the emergency have abated. Termination will be initiated by the Duty Director.

### **TOWING FROM SNOW ROUTES**

The task of removing parked vehicles from posted snow routes is handled cooperatively by Public Works and CHPD. After it has been determined by the Duty Director that 2" or more of snow has fallen, CHPD is notified and they may begin to remove illegally parked vehicles. As they have an area cleared of vehicles, CHPD notifies Public Works and a truck is dispatched to plow the street. The number of vehicles that can be towed is limited by the lack of secured storage space. Tickets are issued by CHPD and towing is implemented if unusual problems are created by the parked vehicles.

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## II. Employee/Equipment List

Siefert	Mark	Public Works Director	815-723-8671	815-954-5284	<a href="mailto:msiefert@cityofcr">msiefert@cityofcr</a>
Kline	Blaine	Asst. Public Works Dir.	815-741-5108	815-641-2578	<a href="mailto:bkline@cityofcr">bkline@cityofcr</a>
Martino	Ada	Admin. Assist.	815-723-8671	815-278-0490	<a href="mailto:amartino@cityofcr">amartino@cityofcr</a>
Bushong	Eric	Crew Leader		815-641-5966	<a href="mailto:ebushong@cityofcr">ebushong@cityofcr</a>
Cialoni	Robert	Laborer		815-370-4955	<a href="mailto:rcialoni@cityofcr">rcialoni@cityofcr</a>
Clemens	Edwards	Laborer		1-779-267-1624	<a href="mailto:eclemens@cityofcr">eclemens@cityofcr</a>
Daletski	Matt	Asst. Mechanic		815-278-0495	<a href="mailto:mdaletski@cityofcr">mdaletski@cityofcr</a>
Dyar	Dane	Laborer			<a href="mailto:ddyar@cityofcr">ddyar@cityofcr</a>
Guzman	Juan	Laborer		815-216-2196	<a href="mailto:jguzman@cityofcr">jguzman@cityofcr</a>
Hietscholds	Nick	Laborer		815-207-0562	
Kuban	Dan	Laborer		1-779-702-0004	<a href="mailto:dkuban@cityofcr">dkuban@cityofcr</a>
Martino	Paul	Laborer		1-815-954-7458	<a href="mailto:pmartino@cityofcr">pmartino@cityofcr</a>
Peceniak	Richie	P.T. Laborer		815-351-2070	
Semplinski	Brian	Mechanic		815-735-2326	<a href="mailto:bsemlinski@cityofcr">bsemlinski@cityofcr</a>
Sternal	Jennifer	Receptionist Clerk	815-741-5108		<a href="mailto:jsternal@cityofcr">jsternal@cityofcr</a>

### SEWAGE TREATMENT PLANT

Halaska	Tony	Building Maintenance		815-582-1993	<a href="mailto:thalaska@cityofcr">thalaska@cityofcr</a>
Brown	Matt	Crew Leader		815-278-0493	<a href="mailto:mbrown@cityofcr">mbrown@cityofcr</a>
Brown	Joe	Laborer		815-922-4174	<a href="mailto:jbrown@cityofcr">jbrown@cityofcr</a>
Garriott	Erik	W/S Operator		815-278-0402	<a href="mailto:egarriott@cityofcr">egarriott@cityofcr</a>
Harbut	Nick	Laborer		815-641-2525	<a href="mailto:nharbut@cityofcr">nharbut@cityofcr</a>
Kemp	John	Laborer		779-435-9069	<a href="mailto:jkemp@cityofcr">jkemp@cityofcr</a>
Marsh	Jeremy	Laborer		331-215-2318	<a href="mailto:jmarsh@cityofcr">jmarsh@cityofcr</a>
Vogrin	Jim	Laborer		815-351-5954	<a href="mailto:jvogrin@cityofcr">jvogrin@cityofcr</a>

		Snow and Ice Equipment					
Unit	Model	Plow	Salt	Liquid			
2	F350	9'6" V-plow	N/A	N/A			
14	F350	9'6" V-plow	N/A	N/A			
17	F350	9'6" V-Plow	N/A	N/A			
32	F350	9'6" V-Plow	N/A	N/A			
33	F350	9'6" V-plow	N/A	N/A			
40	F350	8' Straight Blade	N/A	N/A			
42	F350	9'6" V-plow	N/A		500 Gallon Anti-ice Tank		
44	F350	8' Straight Blade	N/A	N/A			
46	F550	9' V-Plow	Spreader Box				
31	Single Axle	11' Straight Blade	Spreader Box	N/A			
100	Tandem Axle	11' Straight Blade	Spreader Box	N/A			
101	Single Axle	11' Straight Blade	Spreader Box	N/A			
102	Single Axle	11' Straight Blade	Spreader Box	Yes			
103	Single Axle	11' Straight Blade	Spreader Box	Yes			
104	Single Axle	11' Straight Blade	Spreader Box	Yes			
105	Single Axle	11' Straight Blade	Spreader Box	Yes			
106	Single Axle	11' Straight Blade	Spreader Box	Yes			
118	Tandem Axle	12' Straight Blade	V-Body Spreader	Yes			
216	Gehl Skid Steer	8' V-Plow	N/A	N/A			
311	John Deere Gator	4' Plow	N/A	N/A			

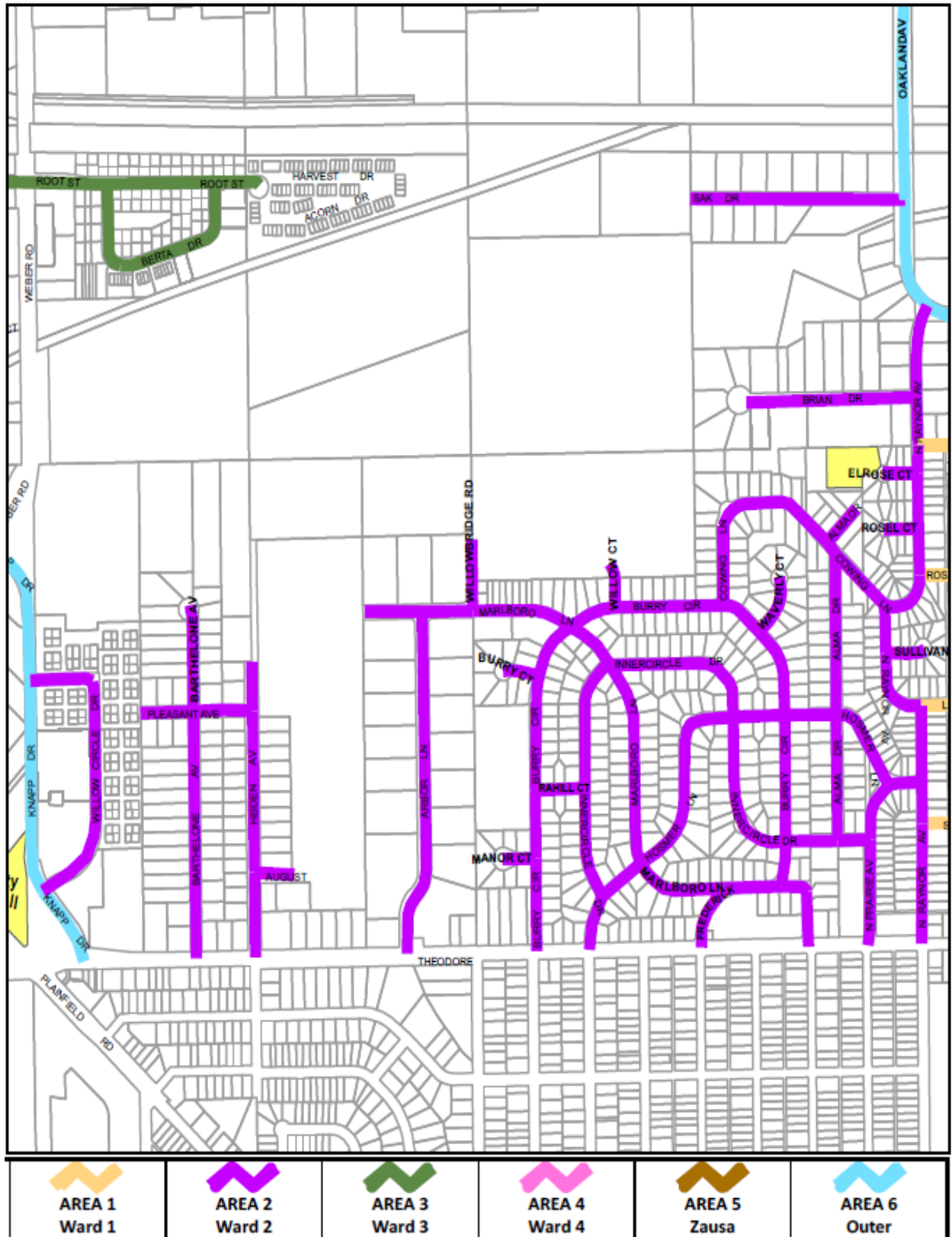
### III. Plow/Salt/Anti-Icing Routes

#### Plow and Salt Routes



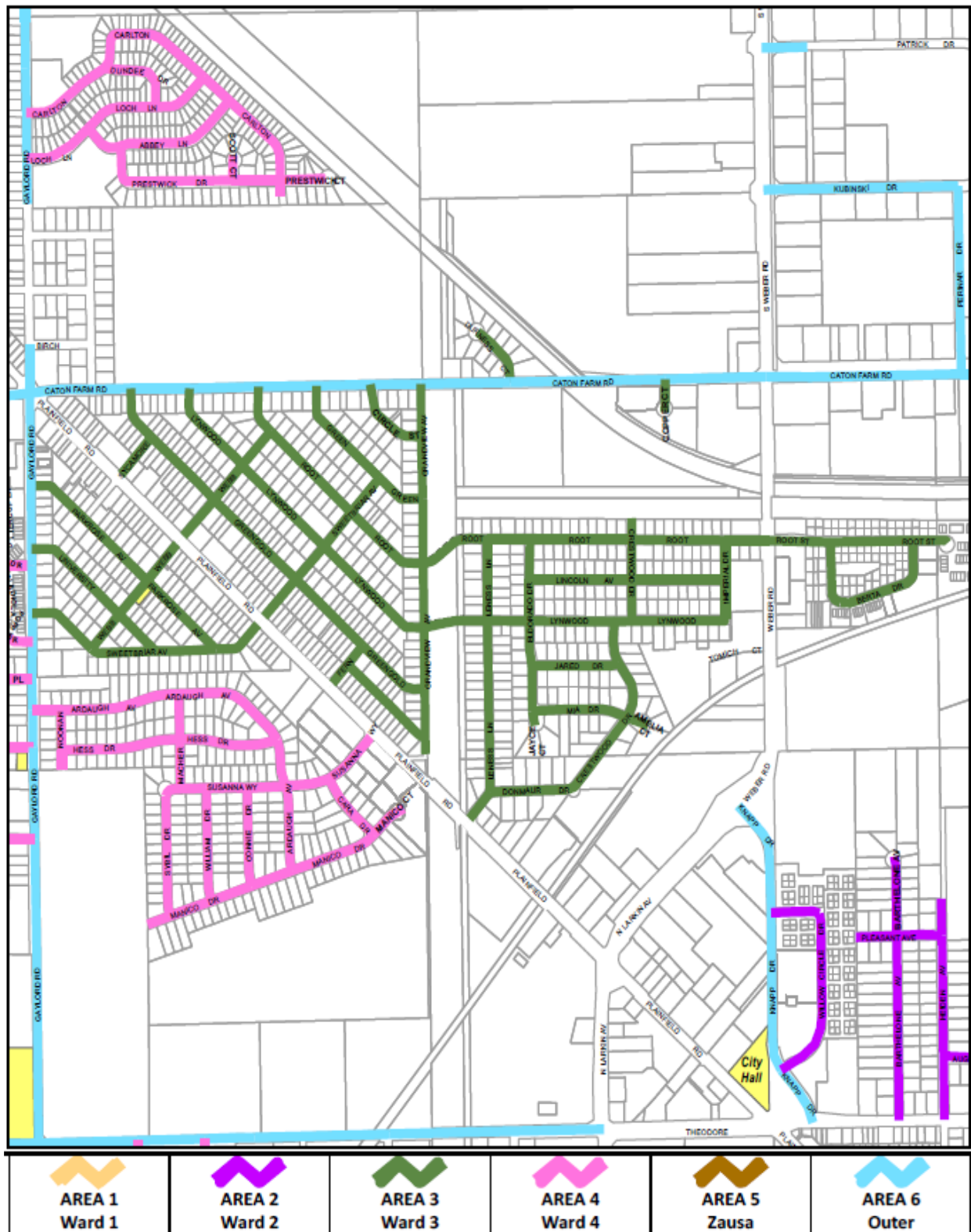
# City of Crest Hill

## Snow Routes - Area 2



## City of Crest Hill

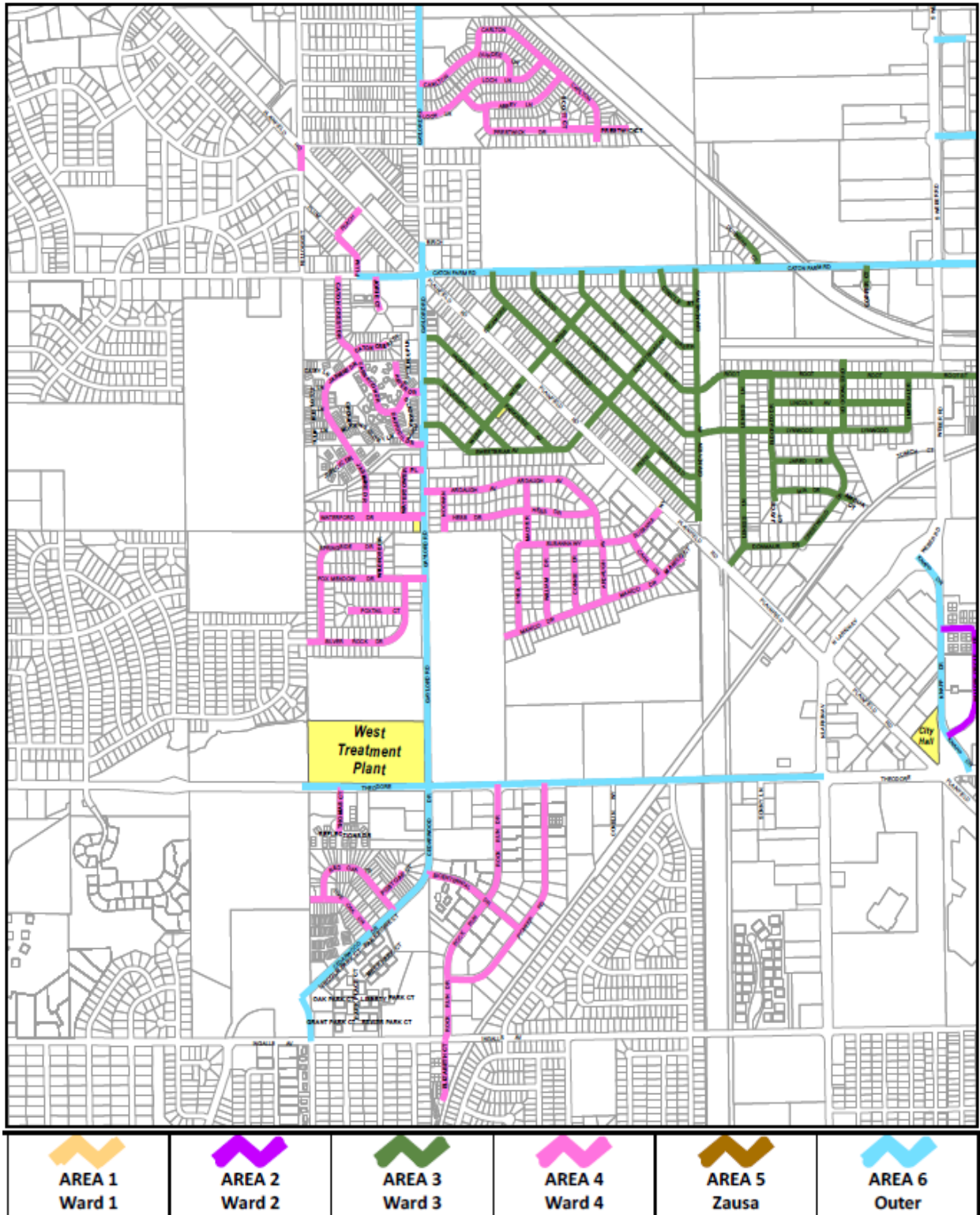
### Snow Routes - Area 3





# City of Crest Hill

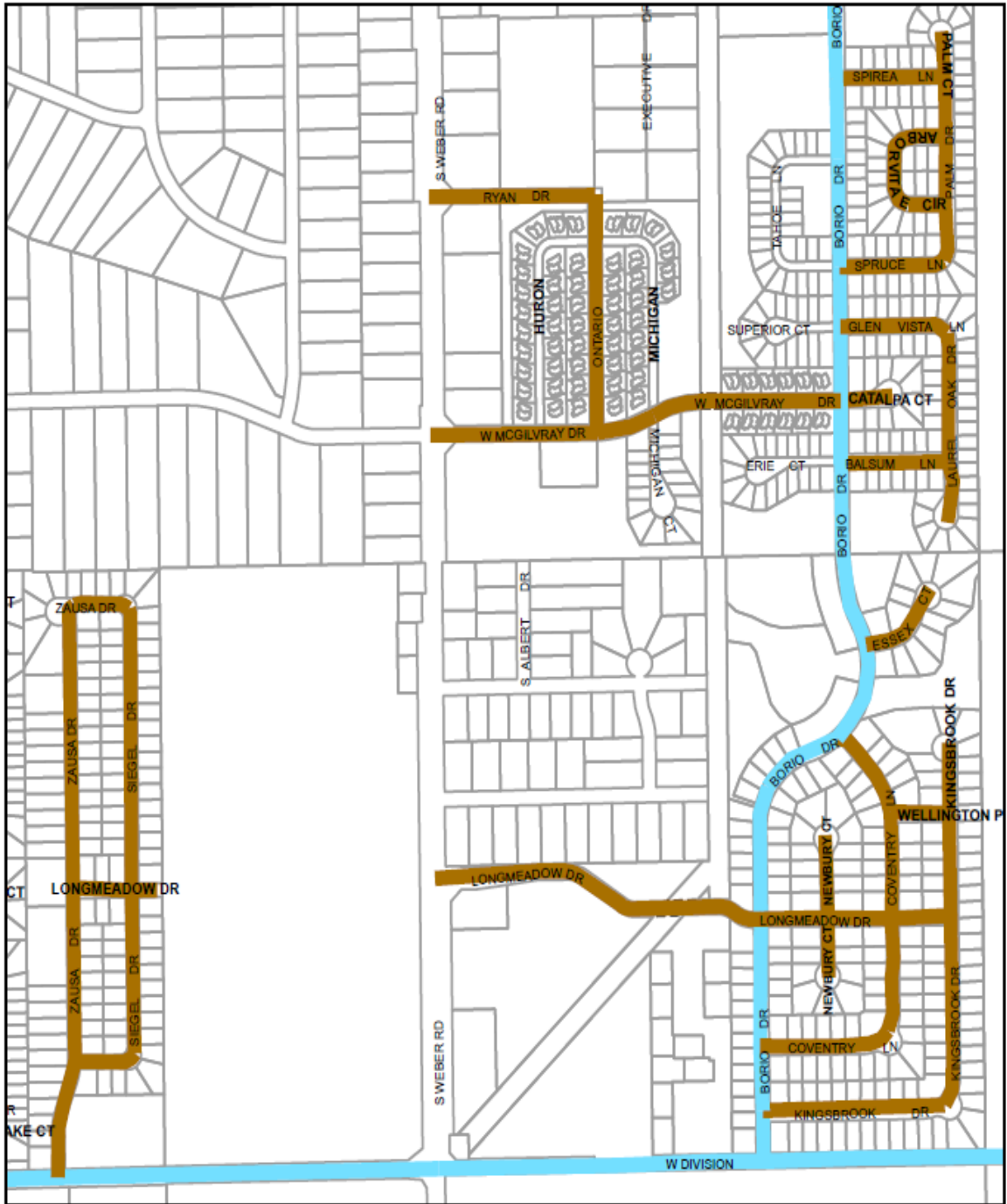
## Snow Routes - Area 4






# City of Crest Hill

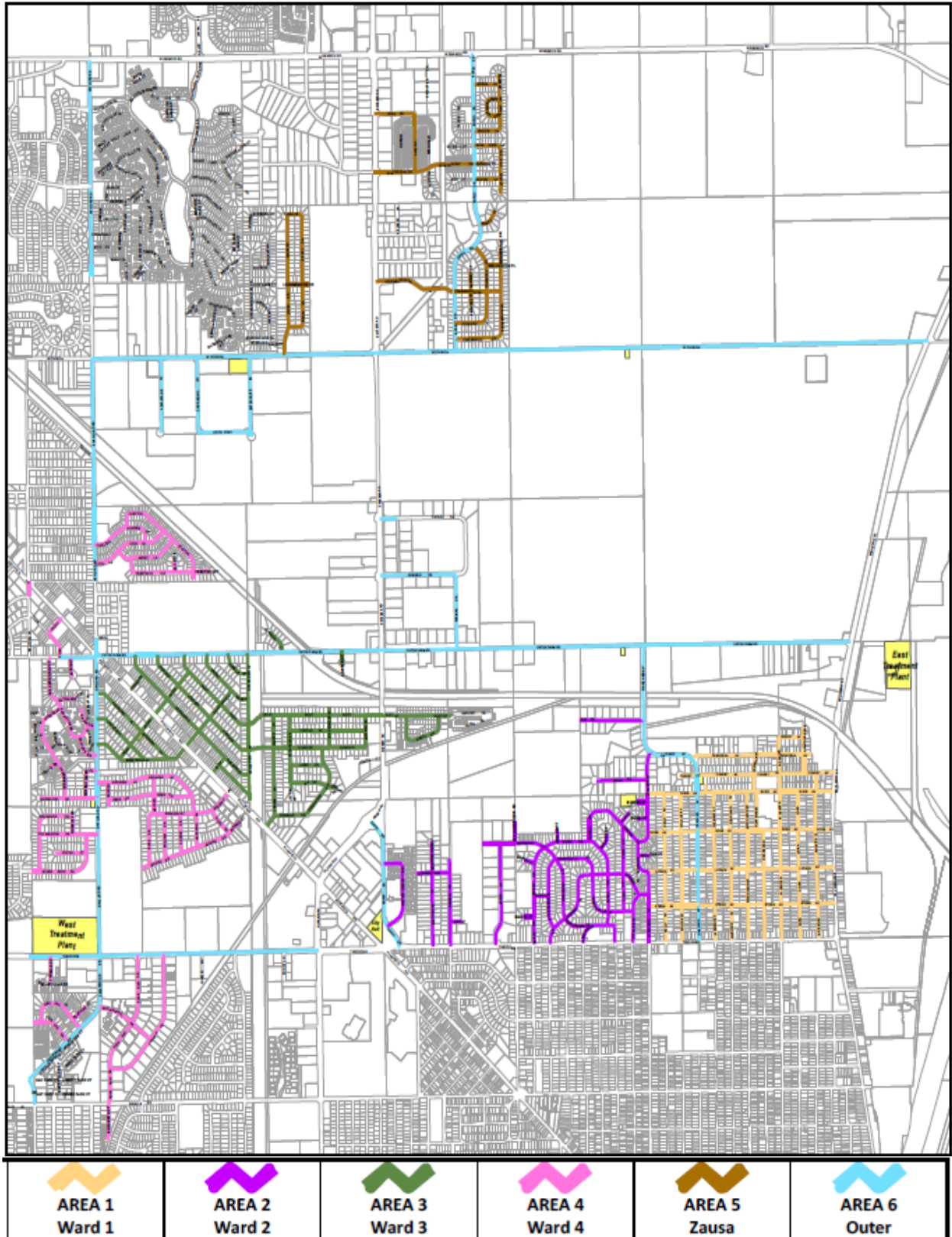
## Snow Routes - Area 5



 AREA 1 Ward 1	 AREA 2 Ward 2	 AREA 3 Ward 3	 AREA 4 Ward 4	 AREA 5 Zausa	 AREA 6 Outer
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# City of Crest Hill

## Snow Routes - Outroads

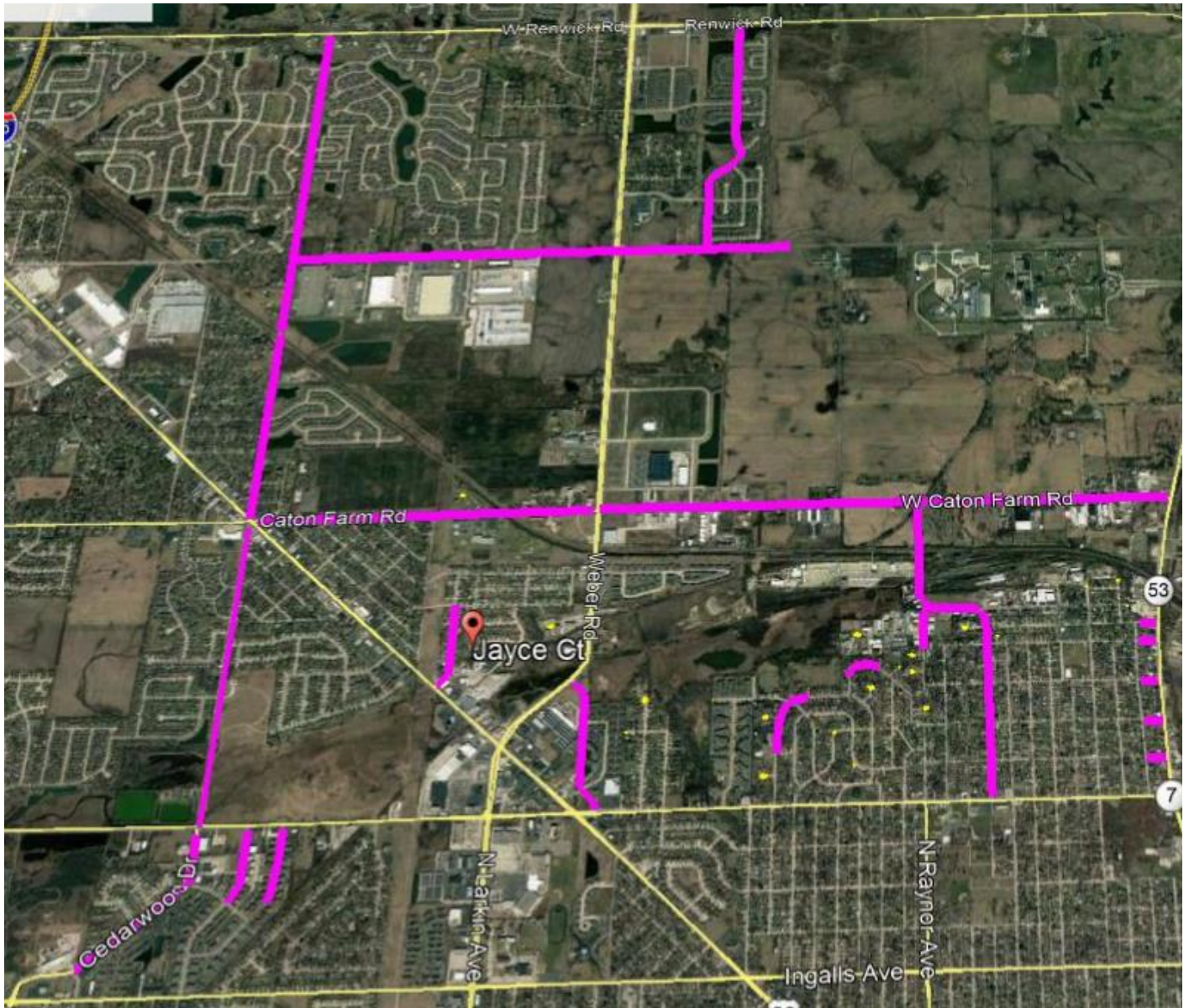


## Anti-Icing Route

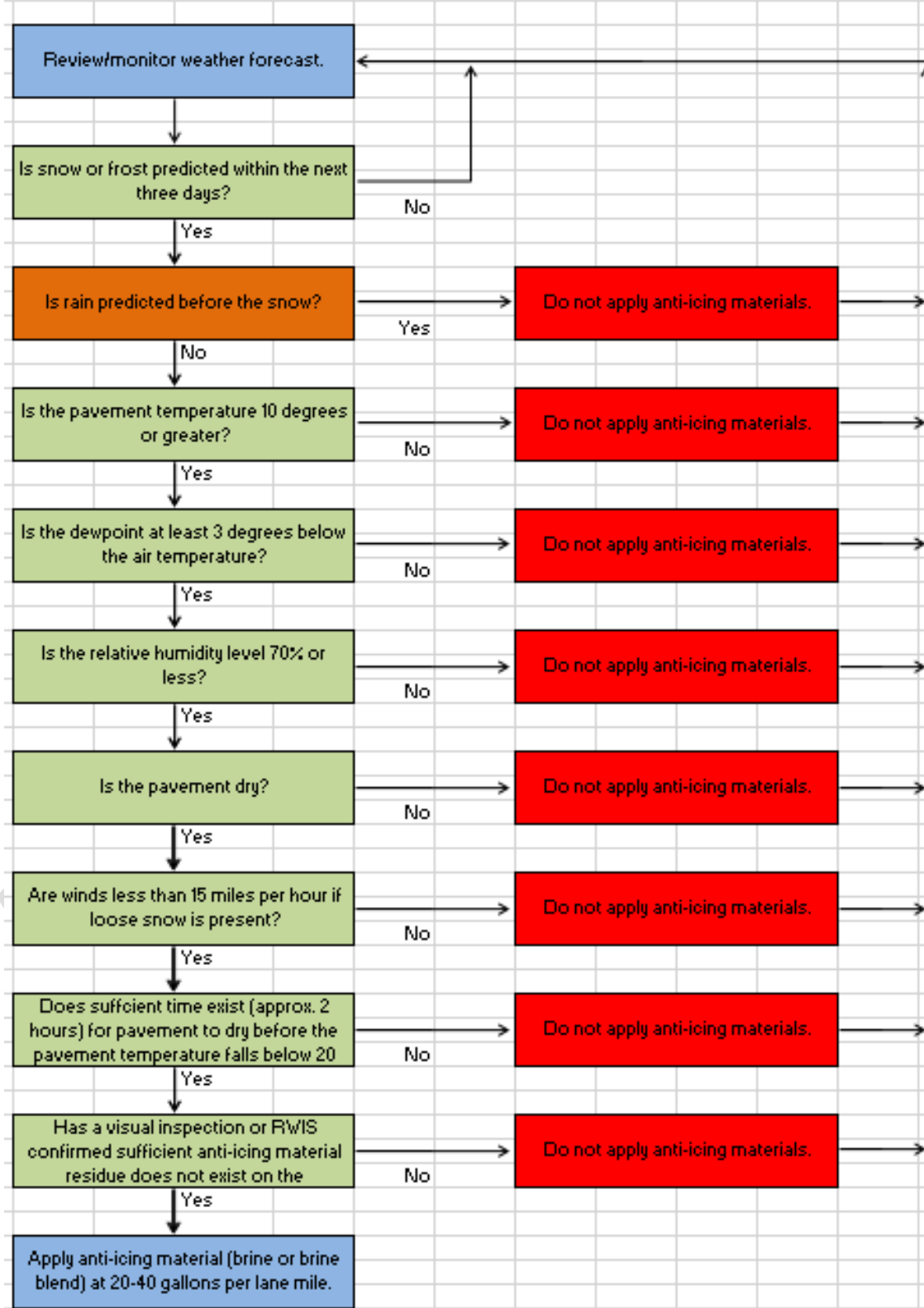
### ANTI-ICING LIST OF STREETS

Gaylord Road	Theodore to Renwick
Cedarwood	Theodore to Gael Drive
Caton Farm Road	Gaylord to Broadway
Division	Gaylord to a point just past Borio
Knapp	Theodore to Weber
Leness Ln	Lynwood to Plainfield
Rock Run Drive	Theodore to Bicentennial
Pioneer	Theodore to Bicentennial
Burry Cir. Hill	Rahill Ct. to Dead End Street
Raynor Ave. Hill	Elsie to Oakland
Cowing Ln	Around curve
Oakland	Caton Farm Road to Theodore
Chaney Hill	Hickory to Broadway
Elsie Hill	Hickory to Broadway
Rose Ave. Hill	Hickory to Broadway
Ludwig Ave. Hill	Hickory to Broadway
Stern Ave. Hill	Hickory to Broadway





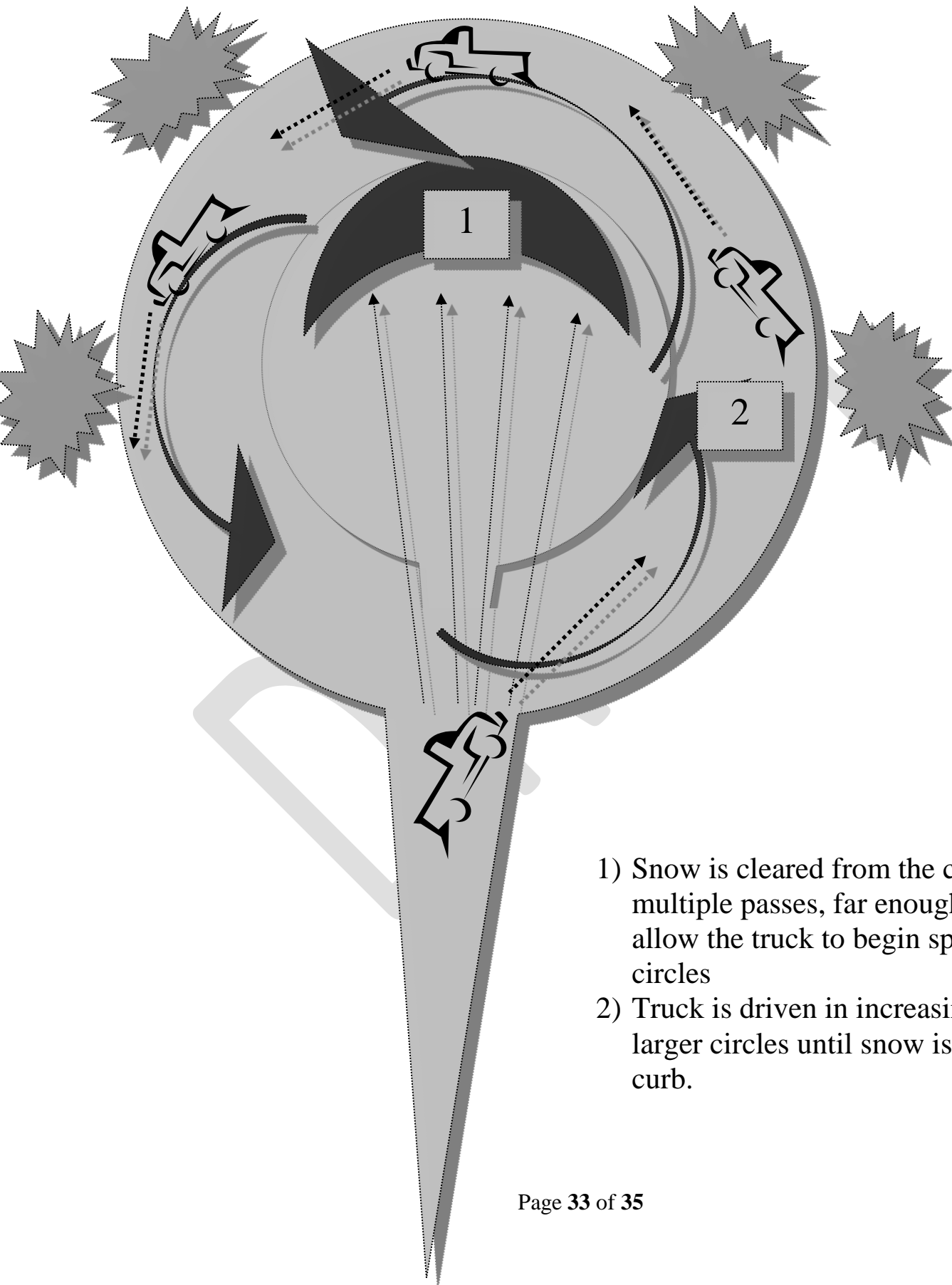
### Anti-Icing Application Decision Flowchart/Supermix



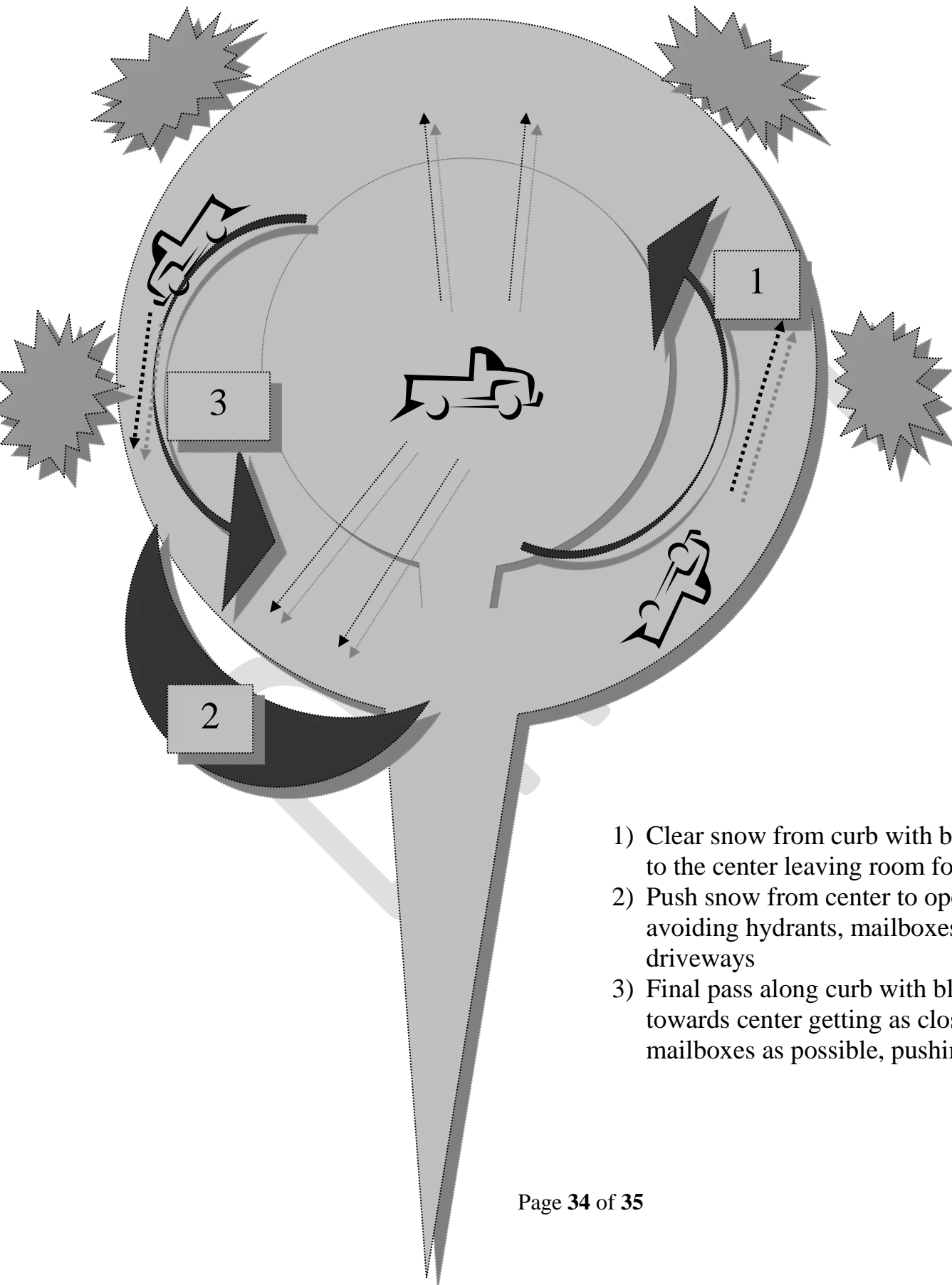
## IV. Cul-de-sacs/Alleys/Dead Ends

Area 1	Area 2	Area 3	Area 4	Area 5
Chaney Ct	Barthelone Ave	Amelia Ct	Jorie Ct	Zausa Dr
Hawthorne Ave (DE)	Manor Ct	Root St	Caton Crest Ct	Catalpa Ct
Pasadena Ave (DE)	Burry Ct	Copper Ct	Juricic Drive	Palm Ct
Hoffman	Waverly Ct	Durness Ct	Waterford Dr	Laurel Oak Dr
Center	Brian Dr.	Crestwood Dr (DE)	Foxtail Ct	Kingsbrook Dr (south)
Elseie (BTWN Clement and Oakland)	Elrose Ct	Jayce CT	Wildrose Dr	Kingsbrook Dr (north)
	Rosel Ct	Alley (BTWN Fern and Grandview)	Thomas Ct	Newburry Ct (north)
	Sullivan Ct		Post Oak Ct	Newburry Ct (south)
	Willow Ct		Prestwick Ct	Coventry Lane
	August St (DE)		Scott Ct	Essex Ct
	Marlboro (DE)		Manico Ct	Siegel
	Alma Drive (DE)		Manico Dr (DE)	
	Pleasant Ave (DE)		Noonan Dr (DE)	
	Heiden Ave (DE)		Susanna	
			Sybil	
			Carlton (DE)	

## Light Snow Cul-de-Sac Circular Plowing Method



## Heavy Snow Cul-de-Sac Open Area Plowing Method





## Material Supplies

Salt Purchase Agreement is attached.

### **Anti-Ice and Pre-Wetting Liquids**

Although several companies produce a commercial product for anti-icing and pre-wetting of rock salt, Crest Hill's current provider for this material is:

Industrial Systems Ltd.  
112 West Route 120  
Lakemoor, IL 60051  
(815-344-5566)

# **City of Crest Hill Snow Removal Standard Operating Procedure 2025-2026 Season**

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**Discussion Items**

## Current Snow Operations / Proposed New Plan

The information provided herein describes current procedures and detailed information about proposed changes.

The objective is to implement a snow removal plan that works efficiently and effectively to provide safe streets for motorists during all snow conditions based on the resources available, and the regulations that the City is required to follow.

# Current Snow Operations Discussion

## What is Happening Now?

- A). Salting Operation: How many drivers are called in?  
5 or 6 drivers plus a small truck for City Hall.
- B). Plowing Operation: How many drivers are called in?  
The initial group is 6 drivers or more from the Street Division.
- C). How long are employees driving and what happens if it continues to snow?  
For extended snow events 16 hours of driving or more. No designated day or night shift.
- D). How many employees remain on duty after the initial group needs to rest?  
Whoever was leftover and didn't work in the initial group.

## Current Snow Operations

E). Has the Department ever plowed in two shifts and How did that work?

During the minimum 8 -hour rest period of the initial group the remainder of the Street Division (maximum of 4) in addition to the wastewater and water employees (maximum of 5) plow snow.

F). How are priority streets determined?

Priority streets are the **wide pavement** streets limited to: Caton Farm, Division, Knapp, Oakland, Theodore (west of Larkin), Gaylord/Cedarwood.

G). How many areas is the City divided into in the current plan? Five areas in addition to the Priority streets listed equaling 6 primary plow routes. Dead ends and cul de sacs are completed by additional drivers as needed if available.

## Proposed Changes to Snow Removal Operations

1. 2 Shifts for 24/7 service that can continue as long as needed. All employees are assigned a shift so they know when they are on or off duty. This provides ground rules when it snows and the expectations of the responsibility to report to work.
2. Drivers will only drive for 12 hours maximum during the shift times designated in a 24-hour period (No Exceptions).
3. Drivers will get at least 8 hours of rest before and after driving a 12 -hour shift behind the wheel and will not be called to work during this rest period (No exceptions).
4. Drivers can work a maximum of 16 hours in a 24- hour period equaling 4 hours of non driving work before or after driving 12 hours.
5. Number of streets designated as “Priority” are increased significantly (all gray border streets on map).
6. Priority streets maintained at a Higher Level with increased frequency of salting and plowing conducted.
7. Wastewater and Water Employees utilized as Plow Drivers during each plow event.
8. Salt and time spent is reduced on Secondary Streets from a pass in each direction to one pass down the center each occurrence.

## Proposed Plan – Salt Operations – 2 Shifts

A). Salting Operation Proposed: Drivers to be called in. The city will be divided into 4 areas with four primary salt drivers on each shift (one for each area). Priority streets in each of the four areas have been identified and will be maintained at a higher level than other streets. Less employees will be on duty during salting compared to plowing.

B). Salting Operation Day Shift Proposed: The day shift will be supervised by the Director or designee. Dayshift Operations are 11:00 AM – 11:00 PM. They will drive from 11:00 AM to 11:00 PM.

C). Salting Operation Night Shift Proposed: The night shift will be supervised by the Street Division Crew Leader or designee. Night Shift Operations are from 11:00 PM to 11:00 AM. They will drive from 11:00 PM to 11:00 AM.

## Proposed Plan – Salt Operations – 2 Shifts

D). Building and Grounds Division will be on duty with all others assigned to salting operations. Their primary assignment will be the City Hall / Police Parking Lots and sidewalks/walkways, once those lots are completed they will help with other City salting operations. **One Person on Day Shift and One Person on the Night Shift.**

E). The fleet services will be on duty with all others assigned to salting operations. **One mechanic will be assigned to the day shift and 1 will be assigned to the night shift during a salting operation.**

F). The Wastewater Division will provide a maximum of 3 people, and the Water Division will provide a maximum of 2 people as ***back up*** salt drivers during a salt operation. It is anticipated that backup drivers for salt operations will only be needed when someone in the street division is absent. Wastewater and Water Employees will be assigned to the Day Shift or the Night Shift in advance so they know the shift they are assigned to. They may be required to work as primary drivers during a salt operation if needed.



# Proposed Plan – Salt Operations – 2 Shifts

Rotation	Shift	Shift Hours
During Standard Rotation	Day	Start driving no earlier than 11:00 AM – 11:00 PM Stop Driving
First Shift of Snowplow Event	Day	Start driving no earlier than 11A.M. – 11:00 PM Stop Driving
During Standard Rotation	Night	Start driving no earlier than 11:00 PM – 11:00 AM Stop Driving
First Shift of Snowplow Event	Night	Start driving no earlier than 11P.M. – 11:00 AM Stop Driving

- If snow fall is predicted at 50% or higher (according to City weather service) to begin between 3:00 PM to 5:00 PM the Day Shift will remain on duty to salt all the streets 11:00 PM Maximum. The Night Shift will take over at the 11:00 PM and work until 11:00 AM as needed. This strategy is implemented to keep up with snow conditions.
- If at 9:00 PM there is a 50% chance of snow or higher for the morning rush hour, the night shift supervisor will come in for snow watch at 3:30 AM to call the night shift in. This strategy is implemented to keep up with snow conditions.
- If the Day Shift is at home and it starts to snow between 11:00 AM and 11:00 PM the Day Shift will be called in to begin salting until 11:00 PM if needed.
- If the Night Shift is at home and it starts to snow between 11:00 PM and 11:00 AM the Night Shift will be called in and work until 11:00 AM if needed.

# Proposed Plan – Salt Operations – 2 Shifts

## Day Shift & Night Shift – Roster Assignments

- A). Day Shift: Director, 1 Mechanic, 1 Building & Grounds, 4 Streets =7  
1 Water (Backup), 2 Wastewater (Backup) = 3 Employees.
- B). Night Shift: Crew leader, 1 Mechanic, 1 Building & Grounds, 4 Streets =7  
1 Street Division (currently vacant), 1 Water (Backup), 1 Wastewater (Backup) = 3 Employees
- C). Those assigned to Days and Nights will be on that assignment for one week only (Called Alpha / Bravo Teams). The department will rotate weekly every Sunday night at midnight the start of the work week.
- D). If rotation cannot take place on Sunday because of a plow event, then the rotation will happen on Monday or the next available opportunity after completion of all snow operations for a 24-hour period (one that allows a full 24-hours rest).

## Proposed Plan – Salt Operations – 2 Shifts

### New Areas & Priority Street – Maps – Designated Routes

- A). Each Primary Salt Driver will be assigned One of the Four Areas. Each driver will receive a map with details on their area (including priority streets). Drivers will use the designated route for the priority streets in their assigned area.
- B). Each primary driver will be assigned priority streets in their area to salt in addition to all of the other streets in their assigned area. They will salt all the priority streets in their assigned area one pass in each direction (same as plowing). The secondary streets will be salted one pass on the centerline of the street the width of the truck as needed. Special attention should be made to place salt where its needed most.
- C). If the weather conditions require a plow operation, and additional drivers are available, additional drivers will be called in to be assigned to assist on the priority streets throughout the City. In addition to helping the primary drivers assigned to each area.

# Proposed Plan – Salt Operations – 2 Shifts

## Day & Night Shift Assignments (Draft)

Name	Assignment/Area	Truck	Shift
Eric	Crew Leader	P/U	Night (A)
Etik B.	Area 1	101	Night(A)
Dane	Area 2	102	Night(A)
Dan K.	Area 3	103	Night(A)
Brian	Area 4	104	Night(A)
Dallas	City Hall / Cul De Sac	46	Night(A)
Brian S.	Mechanic / Shop	N/A	Night(A)
Joe	Back -up	TBD	Night(A)
Paul	Back -up	TBD	Night(A)
Aleks	Area 1	101	Day (B)
Nik	Area 2	102	Day (B)
Juan	Area 3	103	Day (B)
Jordan	Area 4	104	Day (B)
Tony	City Hall / Cul De Sac	46	Day (B)
Matt	Mechanic / Shop	N/A	Day (B)
Kerry	Back -up	TBD	Day (B)
Nick H.	Back -up	TBD	Day (B)
Jeremy	Back -up	TBD	Day (B)

## Proposed Plan – Snowplow Operations – 2 Shifts

- A). Plowing Operation Proposed: Drivers to be called in. The city will be divided into 4 areas with four primary plow drivers on each shift with additional plow drivers assigned.. Priority streets in each of the four areas have been identified and will be maintained at a higher level than other streets.
- B). Snowplow Operation Day Shift Proposed: The day shift will be supervised by the Director or their designee. **Dayshift Operations are 11:00 AM – 11:00 PM. Day Shift Drivers will drive from 11:00 AM to 11:00 PM. A maximum of 12 hours behind the wheel.**
- C). The night shift will be supervised by the Street Division Crew Leader or their designee. **Night Shift Operations are from 11:00 PM to 11:00 AM. Night Shift Drivers will drive from 11:00 PM to 11:00 AM. A maximum of 12 hours behind the wheel.**
- D). Building and Grounds Division will be on duty with all others assigned to snowplowing operations. Their primary assignment will be the City Hall / Police Parking Lots and sidewalks/walkways, once those lots are completed they will help with other City plowing operations. **One Person on Day Shift and One Person on the Night Shift.**
- E). The fleet services will be on duty with all others assigned to snowplowing operations. **One mechanic will be assigned to the day shift and one assigned to the night shift during a snowplowing operation.**
- F). The **Wastewater Division** will provide a maximum of 3 people, and the **Water Division** will provide a maximum of 2 people during a plow operation. Wastewater and Water Employees will be assigned to the Day shift, and the Night shift in advance so they know the shift they are on. They may be required to work as primary drivers during a snow plowing operation if needed.

# Proposed Plan – Snowplow Operations – 2 Shifts

Rotation	Shift	Shift Hours
During Standard Rotation	Day	Start driving no earlier than 11:00 AM – 11:00 PM Stop Driving
First Shift of Snowplow Event	Day	Start driving no earlier than 11A.M. – 11:00 PM Stop Driving
During Standard Rotation	Night	Start driving no earlier than 11:00 PM – 11:00 AM Stop Driving
First Shift of Snowplow Event	Night	Start driving no earlier than 11P.M. – 11:00 AM Stop Driving

- If the **Day Shift** is at home and it starts to snow between 11:00 AM – 11:00 PM the Day Shift will be called in and work until 11:00 PM if needed.
- If the **Night Shift** is at home and it starts to snow between 11:00 PM – 11:00 AM the Night Shift will be called in and work until 11:00 AM if needed.
- If Snow fall is predicted at 50% or higher (according to city weather service) to begin between 3:00 PM and 5:00 PM the **Day Shift** will remain on duty and prepare for the snow event and work to 11:00 PM maximum. Night Shift will take over at 11:00 PM and work until 11:00 AM if needed.
- If at 9:00 PM there is a 50% chance or higher of snow predicted for the morning rush hour the **Night shift** supervisor will come in for a snow watch at 3:30 AM to call in the night shift in needed.

# Proposed Plan – Snowplow Operations – 2 Shifts

## Day Shift & Night Shift – Roster Assignments

- A). Day Shift: Director, 1 Mechanic, 1 Building & Grounds, 4 Streets, 1 Water, 2 Wastewater = 10
- B). Night Shift: Crew Leader, 1 Mechanic, 1 Building & Grounds, 4 Streets (plus one vacancy), 1 Water, 1 Wastewater = 10
- C). Those assigned to Days and Nights will be on that assignment for one week only (Called Alpha / Bravo Teams). The department will rotate weekly every Sunday night at midnight the start of the work week.
- D). If rotation cannot take place on Sunday night at midnight because of a snow event, then the rotation will happen on Tuesday or the next available opportunity after completion of all snow operations for a 24-hour period (one that allows a full 24-hours rest).

# Proposed Plan – Snowplow Operations – 2 Shifts

## New Areas & Priority Street – Maps – Designated Routes

- A). Each Primary Snowplow Driver will be assigned One of the Four Areas. Each driver will receive a map with details of their area (including priority streets). The driver will use the designated route for the Priority streets in the assigned area.
- B). Each primary driver will be assigned priority streets in their area to plow in addition to all of the other streets in their assigned area. They will plow and salt all the priority streets in their assigned area one pass in each direction (same as plowing). The secondary streets will be salted one pass on the centerline of the street the width of the truck as needed after plowing one pass in each direction. Curbing streets should not be started until lanes are well plowed and approved by supervisor.
- C). If the weather conditions require an extended snowplow operation, and additional drivers are available, additional drivers will be assigned to assist on all the priority streets throughout the City. The other four area drivers will still be responsible for the priority streets in their assigned area and **will plow in tandem with any additional drivers on the wider priority streets only**. No tandem plowing on other streets will be performed. One additional tandem driver will be assigned to areas 1 and 2 and the other additional driver will be assigned to areas 3 and 4. They can also work in tandem on the wide priority streets.



# Proposed Plan – Snowplow Operations – 2 Shifts

## Day & Night Shift Assignments (Draft)

Name	Assignment Area	Truck	Shift
Eric	Crew Leader	P/U	Night (A)
Erik B	Area 1	101	Night(A)
Paul	Area 2	102	Night(A)
Dan K	Area 3	103	Night(A)
Brian	Area 4	104	Night(A)
Dane	Tandem 1 and 2	118	Night(A)
Joe	Tandem 3 and 4	105	Night(A)
Dallas	City Hall/ Cul De Sac	46	Night(A)
Brian S	Mechanic/Shop	N/A	Night(A)
Aleks	Area 1	101	Day (B)
Nick H	Area 2	102	Day (B)
Juan	Area 3	103	Day (B)
Jordan	Area 4	104	Day (B)
Nik	Tandem 1 and 2	118	Day (B)
Jeremy	Tandem 3 and 4	105	Day (B)
Kerry	Area 3	106	Day (B)
Tony	City Hall/ Cul De Sac	46	Day (B)
Matt	Mechanic/Shop	N/A	Day (B)

## Proposed Plan – Snowplow Operations – 2 Shifts Map Areas 1-4

- Entire City
- Area 1
- Area 2 Light Blue
- Area 3 Green
- Area 4 Pink