

Revised Code
-of-
Ordinances
of
Anna,
Illinois

[Supplemented May 1, 2023]

PREPARED BY:
Illinois Codification Services

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CITY OF ANNA

ORDINANCE NO. 2022-22

**AN ORDINANCE ADOPTING
A
"REVISED CODE OF ORDINANCES"
FOR THE
CITY OF ANNA, ILLINOIS**

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ANNA, ILLINOIS**

THIS 4TH DAY OF OCTOBER, 2022

**Published in book form by authority of the Council of the City of Anna, Union
County, Illinois this 4th day of October, 2022.**

ORDINANCE NO. 2022-22

AN ORDINANCE ADOPTING A REVISED CODE OF ORDINANCES OF THE CITY OF ANNA, UNION COUNTY, ILLINOIS.

WHEREAS, the City of Anna ("the City") is an Illinois non-home rule municipality operating under the provisions of Article VII, Section 7, of the Illinois Constitution, and other laws; and

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ANNA, UNION COUNTY, ILLINOIS, THAT:

Section 1: Adoption of Revised Code. The following Exhibit "A" shall be "**The Revised Code of Ordinances**" of the City of Anna, Union County, Illinois shall be as follows:

SEE EXHIBIT "A" FOLLOWING

Section 2: Severability of Provisions. Each section, paragraph, sentence, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance, nor any part thereof, other than that part affected by such decision.

Section 3: Conflicting Ordinances. Any conflicting ordinances, code provisions or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

Section 4: Effective. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

SECTION 4: Passed this 4th day of October, 2022 by the Council of the City of Anna, Union County, Illinois, and deposited and filed in the office of the City Clerk in said City on that date.

/s/ Dori Bigler
DORI BIGLER, CITY CLERK
ANNA, ILLINOIS

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Hartline	X				
Bigler	X				
Bryan	X				
Miller	X				
Webb	X				

Signed by the Mayor of the City of Anna, Union County, Illinois, this 4th day of October, 2022.

/s/ Steve Hartline
STEVE HARTLINE, MAYOR
ANNA, ILLINOIS

ATTEST:

/s/ Dori Bigler
DORI BIGLER, CITY CLERK
ANNA, ILLINOIS

(SEAL)

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF UNION) **ss. CITY CLERK'S OFFICE**
CITY OF ANNA)

I, Dori Bigler, City Clerk of the City of Anna, Illinois, do hereby certify that the following Ordinance of the City of Anna, Illinois, published by authority of the City Council was duly passed by the City Council of the City of Anna, Illinois, approved by the Mayor, and published in book form according to law on this date, and that this ordinance is a true and perfect copy of the ordinance, as passed, approved, and now of record and on file in my office as provided by law.

In witness whereof, I have set my hand and affixed the Corporate Seal of the City of Anna, Illinois, this 4th day of October, 2022.

/s/ Dori Bigler
DORI BIGLER
CITY CLERK
ANNA, ILLINOIS

(SEAL)

ANNA, ILLINOIS

<u>ORD. #</u>	<u>TITLE</u>	<u>ORD. #</u>	<u>TITLE</u>
79-5	Motor Vehicles: No Parking	80-19	Paving District
79-6	AJ Teen Town Funds	80-20	Special Assessment Bonds
79-7	Motor Vehicles: Parking	80-21	Motor Vehicles: No Parking
79-8	Motor Vehicles: Parking	80-22	Utilities: Deposits
79-9	Motor Vehicles: Morgan St.	80-23	Public Utility Equipment
79-10	CIPS Agreement	80-24	Appropriation
79-11	Offenses: Litter	80-25	Annexation
79-12	Administration: Pecuniary Interest	80-26	Tax Levy
79-13	Administration: Purchasing	80-27	AJ Water Contract
79-14	Motor Vehicles: No Parking	80-28	Annexation
79-15	Motor Vehicles: No Parking	80-29	Appropriation
79-16	Lease to Fair Association	80-30	Contract Senior Citizens
79-17	Appropriation	80-31	Contract Senior Citizens
79-18	Employees: Personnel Policy	80-32	Appropriation
79-19	Annexation: Crowell Heights	80-33	Waterworks & Sewage Bonds
79-20	Tax Levy	80-34	Agreement AJ Water
79-22	Street Lighting		
79-23	Utilities: Rates	81-1	Administration: Meetings
79-24	Gas Rates	81-2	Zoning Code
79-25	Motor Vehicles: Parking	81-3	Sale of Real Estate
79-26	Appropriation of Funds	81-4	Paving District #22
79-27	Utilities: Access to Meters	81-5	Administration: Depositories
79-28	Motor Vehicles: No Parking	81-6	Animals: Impoundment
79-29	Utilities: Rates	81-7	Appropriation
79-30	Harco – Void See 79-33	81-8	Tax Levy
79-31	Computer Services	81-9	Acquisition of Real Property & Eminent Domain
79-32	Appropriation of Funds		
79-33	Harco Corp	81-10	Recreation System
79-34	Administration: Meetings	81-11	Personnel Policy
		81-12	Parks: Traffic
80-1	Repeat Ord. 79-1	81-13	Gas Rates
80-2	Motor Vehicles: Parking	81-15	Motor Vehicles: No Parking
80-3	Annexation: Pioneer Steak - Carpet Mart	81-16	Special Assessment Bonds
80-4	Appropriation of Funds	81-17	Tax Levy
80-5	American Red Cross Funds	81-18	Red Cross Revenue
80-6	Motor Vehicles: Two-Way	81-19	Sunshine Inn Nutritional Center
80-7	Waterworks & Sewage Revenue Bonds	81-20	Senior Citizens Adv Council
80-8	Condemnation for Construction of Motor Vehicle Lot	81-21	Surplus Property
80-9	Encroachment	81-22	Paving #22
80-10	Motor Vehicles: No Parking	81-23	Public Safety: Police Pension
80-11	Motor Vehicles: No Parking	81-24	Sale of Property
80-12	Motor Vehicles: No Parking	81-25	Utilities: Charges
80-13	Gas Rates	81-26	Administration: Meetings
80-14	Telephone Franchise	81-27	Economic Industrial & Pollution
80-15	Employees: Personnel Policy		
80-16	Bond Ordinance	82-1	Gas Increase 27%
80-17	Public Safety: ESDA	82-2	Liquor: License
80-18	Cemetery	82-3	Appropriation
		82-4	Tax Levy
		82-5	Cemeteries: Grave Openings

<u>ORD. #</u>	<u>TITLE</u>	<u>ORD. #</u>	<u>TITLE</u>
82-6	Appropriation	84-12	Purchase of Page Property
82-7	Municipal Swimming Fund	84-13	Recommendation Return to Appeal
82-8	Motor Vehicles: No Parking	84-14	Administration: Meetings
82-9	Motor Vehicles: No Parking		
82-10	Motor Vehicles: No Parking		
82-11	Garbage: Rates	85-1	Zoning Permit Denied
82-14	Appropriate Funds – Seniors	85-2	Prevailing Wage
82-15	Red Cross Appropriate Funds	85-3	Appropriation
82-18	Vacation of Street	85-4	Special Use Application
82-19	Tax Levy	85-5	Revenue Sharing Funds
82-20	Prevailing Wage	85-6	Tax Levy
82-21	Lease – Union County Hospital	85-7	Prohibiting Grounding of Electric System to Gas Piping System
82-22	Caterpillar Model 060 - Lease		
82-23	Utilities: Gas & Water Fee	85-8	Administration: Qualifications
82-24	Motor Vehicles: Stops	85-9	Variance Request
82-25	Motor Vehicles: Stops	85-10	Administration: Meetings
82-27	Administration: Meetings	85-11	Surplus Property
83-1	Liquor: Licenses	86-1	Annexation: Bell
83-2	Fireman's Pension Fund	86-2	Surplus Property
83-3	Parks Code	86-3	Annexation: Village Park Apts
83-4	Business: Peddlers Fee	86-4	Zoning Code
83-5	Business: Coin-Operated	86-5	Tax Levy
83-6	Authority to Sign Checks	86-6	Utilities: Tap Fees
83-7	Tax Levy	86-7	Prevailing Wage
83-8	Business: Coin-Operated	86-8	Appropriation
83-9	Motor Vehicles: No Parking	86-9	Surplus Property
83-10	Surplus Property	86-10	Tax Levy
83-11	Prevailing Wage	86-11	Tax Levy Abatement
83-12	Repeals #521	86-12	Supplemental Appropriations
83-13	Motor Vehicles: Handicapped	86-13	Administration: Salaries
83-14	Surplus Property	86-14	Issuance of Revenue Bonds
83-15	Supplemental Appropriations	86-15	Administration: Meetings
83-16	Personnel Policy		
83-17	Tax Levy	87-1	Escrow Agreement
83-18	Abatement	87-2	Utilities: Sewer Rates
83-19	Gas Rates	87-3	Administration: Meetings
83-20	Repeals #468	87-4	Parks
83-21	Animals: Dogs At Large	87-5	Liquor: Licenses
83-22	Gas Rate Decrease	87-6	Prevailing Wage
		87-7	Appropriation
84-1	Administration: Meetings	87-8	Public Safety: Residency
84-2	Surplus Property	87-9	Tax Levy
84-3	Personnel Policy	87-10	Tax Levy Abatement
84-4	Appropriation	87-11	Business: Solicitors
84-5	Supplemental Appropriations	87-12	Administration: Meetings
84-6	Zoning Code		
84-7	Prevailing Wage		
84-8	Police Car Property Surplus	88-1	Supplemental Appropriations
84-9	Administration: Depositories	88-2	Motor Vehicles: Parking
84-10	Tax Levy	88-3	Encroachment
84-11	Tax Levy	88-4	Taxation: Occupation Tax
		88-5	Administration: Meetings

<u>ORD. #</u>	<u>TITLE</u>	<u>ORD. #</u>	<u>TITLE</u>
88-8	Zoning Variance: Bailey	91-1	Zoning Map
88-9	Utilities: Sewer	91-2	Zoning Code
88-10	Prevailing Wage	91-3	Tree City USA
88-11	Surplus Property	91-5	Surplus Property
88-12	Annexation: Drive-In Theater	91-6	Supplemental Appropriations
88-13	Appropriation	91-7	Surplus Property
88-14	Surplus Property	91-8	Surplus Property
88-15	Variance Application	91-9	Prevailing Wage
88-16	EPA Grant Agreement	91-10	Cemetery: Grave Openings
88-17	Tax Levy	91-11	Corporate Expenses
88-18	Tax Levy Abatement	91-12	Garbage: Fees
88-19	Administration: Meetings	91-13	Utilities: Cross-Connections
		91-14	Sale of Personal Property
89-1	Public Safety: Sergeant	91-15	Faith Christian Fellowship Church
89-2	Vacation of Alley	91-16	Sale of Personal Property
89-3	Supplemental Appropriations	91-17	Gas Rates
89-4	AJ Water Contract	91-18	Utilities: Water Rates
89-5	Utilities: Water Rates	91-19	Utilities: Sewer Rates
89-7	Surplus Property	91-20	Zoning Code
89-8	Motor Vehicles: No Parking	91-21	Tax Levy
89-9	Prevailing Wage	91-22	Administration: Meetings
89-10	Vacation of Alley	91-23	Administration: Budget Officer
89-11	Appropriation	91-24	Building Code
89-12	Surplus Property	91-25	Zoning: Inspector
89-13	Tax Levy		
89-14	Tax Abatement	92-1	Administration: Deputy Clerk
89-15	Motor Vehicles: Handicapped	92-2	Surplus Property
89-16	Surplus Property	92-3	Appropriation
89-17	Cemeteries: Grave Markers	92-4	Zoning Code
89-18	Industrial Gas Rates	92-5	Boards: Police & Fire Merit Board
89-19	Administration: Minutes	92-6	Budget
89-20	Administration: Meetings	92-7	Prevailing Wage
		92-8	Zoning Variance
90-1	Surplus Property	92-9	Utilities: Water Rates
90-2	Administration: Salaries	92-10	Garbage Collection Contract
90-3	Administration: Purchasing	92-11	Purchasing of Supplies/Services
90-4	Supplemental Appropriations	92-12	Waste Collection Contract
90-5	Motor Vehicles: Parking	92-14	Closing Landfill
90-6	Administration: Check Signing	92-15	Sale of Personal Property
90-7	Prevailing Wage	92-16	Administration: Meetings
90-8	CIPS Right-of-Way	92-17	Zoning Variance
90-9	Corporate Expenses/Liabilities		
90-10	Surplus Property	93-1	Cable TV
90-11	Tax Levy	93-2	Budget
90-12	Zoning Code	93-3	Prevailing Wage
90-14	Surplus Property	93-4	Tax Levy
90-15	Administration: Meetings	93-5	Administration: Meetings
90-16	Surplus Property		
90-17	Elimination of Penal Bond		

<u>ORD. #</u>	<u>TITLE</u>	<u>ORD. #</u>	<u>TITLE</u>
94-1	Surplus Property	97-17	Administration: Meetings
94-2	Administration: Depositories		
94-3	Sale of Personal Property	98-1	Utilities: Rates
94-4	Budget	98-2	Sale of Property
94-5	Management	98-3	Zoning Change
94-6	Fair Housing Code	98-4	Budget
94-7	Surplus Property	98-5	Gas Bonds
94-8	Use of City Property	98-6	Public Inspect Gas Bond Ord
94-9	Tax Levy	98-7	Prevailing Wage
94-11	Subdivision	98-8	Revolving Loan Fund
		98-9	Sale of Property
95-1	Annexation	98-10	Tax Levy
95-2	Acquirement of Real Estate	98-11	Administration: Meetings
95-3	Motor Vehicles: Parking		
95-4	Budget		
95-5	Management		
95-7	Prevailing Wage		
95-8	Administration: Specifications		
95-9	Sexual Harassment Policy		
95-10	Lease of Produce Market		
95-11	Revolving Loans		
95-12	Taxation: Fire Dept Foreign		
95-13	Tax Levy		
95-14	Surplus Property		
95-15	Liquor: Licenses		
95-16	Public Safety: Fire Dept		
95-17	Administration: Meetings		
96-1	Zoning Code		
96-2	Liquor Code		
96-3	Surplus Property		
96-4	Budget		
96-5	Cable TV		
96-6	Annexation: Stokes		
96-7	Lease City Park		
96-8	Tax Levy		
97-1	Rezoning: Bauer Subd		
97-2	Sale of City Gas System		
97-3	Administration: Meetings		
97-4	Liquor: Licenses		
97-5	Annexation: Applewood Est		
97-6	Construction Regulations		
97-7	Prevailing Wage		
97-8	Use of Structure		
97-9	Budget		
97-10	Annexation: Landreth		
97-11	Employment of Related Persons		
97-12	Surplus Property		
97-14	Purchase of Fire Truck		
97-15	Utilities: Rates		
97-16	Tax Levy		

<u>ORD. #</u>	<u>TITLE</u>	<u>DATE</u>	<u>LOCATION IN CODE</u>
99-01	Cable TV	01/05/99	Chapter 8
99-02	Regulation of Political Act		Not Passed
99-03	Sewer Bond Refinancing	03/02/99	Special Legislation
99-04	Budget	04/06/99	Special Legislation
99-05	Zoning: Signs	03/02/99	Chapter 40
99-06	Zoning Change	10/19/99	Special Legislation
99-07	Administration: Meeting Times	12/08/99	Chapter 1
99-08	Tax Levy	12/21/99	Special Legislation
00-01	Exchange of Property	01/04/00	Special Legislation
00-02	Surplus Property	03/07/0	Special Legislation
00-03	Budget	04/18/00	Special Legislation
00-04	Prevailing Wage	07/18/00	Special Legislation
00-05	Surplus Property	09/05/00	Special Legislation
00-06	Utilities: Rates	2000	Chapter 38
00-07	Administration: Meeting Times	12/05/00	Chapter 1
00-08	Tax Levy	12/19/00	Special Legislation
01-01	Budget	04/30/01	Special Legislation
01-02	Purchase of Property for Police & Fire	05/01/01	Special Legislation
01-03	Motor Vehicles: Traffic Restrictions	07/17/01	Chapter 24
01-04	Prevailing Wage	08/07/01	Special Legislation
01-05	Boards: Board of Fire & Police Commissioners	10/16/01	Chapter 4
01-06	Surplus Property	11/21/01	Special Legislation
01-07	Administration: Meetings	10/20/01	Chapter 1
01-08	Tax Levy	12/18/01	Special Legislation
02-01	Employees: Nepotism Policy		No Ordinance
02-02	Budget	04/30/02	Special Legislation
02-03	Surplus Property	06/18/02	Special Legislation
02-04	Liquor: Licenses	10/15/02	Repealed
02-05	Tax Levy	12/16/02	Special Legislation
03-01	Annexation: Haley	03/04/03	Special Legislation
03-02	Budget	04/01/03	Special Legislation
03-03	Administration: Meetings	04/01/03	Chapter 1
03-04	Nuisances: Grass	07/15/03	Chapter 25
03-05	Nuisances: Abatement	07/15/03	Chapter 25
03-06	Motor Vehicles: Speed Limits	08/19/03	Chapter 24
03-07	Nuisances: Litter	10/21/03	Chapter 25
03-08	Nuisances: Abandoned Vehicles	10/21/03	Chapter 25
03-09	Utilities: Underground Fuel Tanks	10/21/03	Chapter 38
03-10	Tax Levy	12/16/03	Special Legislation
04-01	Nuisances: Anti-Litter	01/20/04	Chapter 25
04-02	Boards: Merit Board Exclusions	01/20/04	Chapter 4
04-03	Public Safety: MABAS	01/29/04	Chapter 30
04-04	Budget	04/20/04	Special Legislation
04-05	Liquor: Licenses	08/17/04	Repealed
04-06	Sale of Surplus Property	09/07/04	Special Legislation
04-07	Revolving Loan Administration	10/19/04	Special Legislation
04-08	Vacation of Alley	11/02/04	Special Legislation

<u>ORD. #</u>	<u>TITLE</u>	<u>DATE</u>	<u>LOCATION IN CODE</u>
04-09	Administration: Meetings	12/07/04	Chapter 1
04-10	Tax Levy	12/07/04	Special Legislation
05-01	Budget	04/19/05	Special Legislation
05-02	Vacation of Street		Not Passed
05-03	Taxation: Telecommunications	09/06/05	Chapter 36
05-04	Rezoning: 300 N Main	09/08/05	Special Legislation
05-05	Collective Bargaining Agreement Local 773	10/18/05	Chapter 11
05-06	Tax Levy	12/06/05	Special Legislation
05-07	Administration: Meetings	12/06/05	Chapter 1
05-08	Liquor Code	12/20/05	Repealed
06-01	Sale of Surplus Property	02/21/06	Special Legislation
06-02	Vacation of Street	03/21/06	Special Legislation
06-03	Vacation of Street	03/21/06	Special Legislation
06-04	Budget	04/04/06	Special Legislation
06-05	Vacation of Alley	06/20/06	Special Legislation
06-06	Annexation	07/18/06	Special Legislation
06-07	Sale of Surplus Property	09/05/06	Special Legislation
06-08	Recreation: City Park Usage	10/17/06	Chapter 31
06-09	Subdivision Code	11/16/06	Chapter 34
06-10	Tax Levy	12/19/06	Special Legislation
06-11	Administration: Meeting Times	12/19/06	Special Legislation
07-01	Sale of Surplus Property	01/16/07	Special Legislation
07-02	Animals: Dogs	03/06/07	Chapter 3
07-03	Budget	04/17/07	Special Legislation
07-04	Liquor Code	06/05/07	Repealed
07-05	Surplus Property		Not Passed
07-06	Motor Vehicles: Parking	08/21/07	Chapter 24
07-07	Sale of Surplus Property	10/18/07	Special Legislation
07-08	Vacation of Alley	11/06/07	Special Legislation
07-09	Tax Levy	12/18/07	Special Legislation
07-10	Surplus Property		Not Passed
08-01	Surplus Property: Old City Hall	01/15/08	Special Legislation
08-02	Administration: Meeting Times	01/15/08	Special Legislation
08-03	Liquor Code	01/15/08	Repealed
08-04	Exchange of Real Property: Russell Flamm	03/14/08	Special Legislation
08-05	Budget	04/15/08	Special Legislation
08-06	Zoning: Special Use Permit: First Baptist Church	05/06/08	Special Legislation
08-07	Liquor: Revisions	05/20/08	Repealed
08-08	Franchises: Ameren	06/17/08	Special Legislation
08-09	Nuisances: Weeds	08/18/08	Chapter 25
08-10	Employees: Management Personnel	10/07/08	Chapter 11
08-11	Zoning: Special Use Permit: Fox	11/04/08	Special Legislation
08-12	Easement		Tabled
08-13	Tax Levy	12/16/08	Special Legislation
08-14	Administration: Meeting Times	12/16/0-8	Special Legislation
09-01		02/03/09	
09-02	Annexation: Blakely	04/07/09	Special Legislation

<u>ORD. #</u>	<u>TITLE</u>	<u>DATE</u>	<u>LOCATION IN CODE</u>
09-03	Budget	04/21/09	Special Legislation
09-04	Employees: Health Insurance Benefits	04/21/09	Chapter 11
09-05	Zoning: Rezoning: Landreth	05/05/09	Special Legislation
09-06	Prevailing Wage	08/04/09	Special Legislation
09-07	Zoning: Variance: Prater	09/01/09	Special Legislation
09-08	Boards: Police & Fire Commissioners	12/15/09	Chapter 4
09-09	Tax Levy	12/15/09	Special Legislation
09-10	Administration: Meeting Times	12/15/09	Special Legislation
10-01	Liquor: Classes	01/19/10	Repealed
10-02	Annexation: Cross	03/16/10	Special Legislation
10-03	Recreation & Parks: Insurance Requirements	05/04/10	Chapter 31
10-04	Surplus Property	04/20/10	Special Legislation
10-05	Budget	04/20/10	Special Legislation
10-06	Nuisances: Weeds	05/04/10	Chapter 25
10-07	Motor Vehicles: Parking	07/06/10	Chapter 24
10-08	Cemetery: Fees/Costs	07/06/10	Chapter 9
10-09	Animal Code	07/20/10	Chapter 3
10-10		08/07/10	
10-11	Surplus Property	09/21/10	Special Legislation
10-12	Motor Vehicles: No Passing Zone	10/19/10	Chapter 24
10-13	Offenses: Loitering	10/19/10	Chapter 27
10-14	Sale of Surplus Property	11/16/10	Special Legislation
10-15	Tax Levy	12/07/10	Special Legislation
11-01	Administration: Meeting Times	01/04/11	Special Legislation
11-02	Utilities: Wells	01/18/11	Chapter 38
11-03	Utilities: Metering of Wastewater	02/15/11	Chapter 38
11-04	Annexation: Richfield Acres	03/01/11	Special Legislation
11-05	Budget	04/05/11	Special Legislation
11-06	Cable Television	06/07/11	Special Legislation
11-07	Taxation: Telecommunications	06/07/11	Chapter 36
11-08	Borrowing of Funds	06/07/11	Special Legislation
11-09	Clearwave Agreement – Right-of-Way	07/05/11	Special Legislation
11-10	Business: Food Vendors	08/02/11	Repealed
11-11	Taxation: Telecommunications	08/02/11	Chapter 36
11-12	Sale of Surplus Property	09/20/11	Special Legislation
11-13	Finance: Contract Procedures	09/20/11	Chapter 12
11-14	Motor Vehicles: Parking	09/20/11	Chapter 24
11-15	Borrowing of Funds	10/18/11	Special Legislation
11-16	Tax Abatement	10/11/11	Special Legislation
11-17	Transfer of Property	11/01/11	Special Legislation
11-18	Vacation of Streets and Alleys	11/01/11	Special Legislation
11-19	Tax Levy	12/06/11	Special Legislation
11-20	Administration: Meeting Times	12/20/11	Chapter 1
12-01	Liquor Code	01/17/12	Repealed
12-02	Utilities: Rates	04/03/12	Chapter 38
12-03	Utilities: Rates	04/03/12	Chapter 38
12-04	Budget	04/03/12	Special Legislation
12-05	Business: Video Gaming	07/03/12	Chapter 7
12-06	Annexation: First Christian Church	07/17/12	Special Legislation

<u>ORD. #</u>	<u>TITLE</u>	<u>DATE</u>	<u>LOCATION IN CODE</u>
12-07	Sale of Surplus Property	09/18/12	Special Legislation
12-08	Zoning: Rezoning: Independent Living Services, Inc.	09/18/12	Special Legislation
12-09	Liquor Code	11/20/12	Repealed
12-10	Sale of Surplus Property	12/04/12	Special Legislation
12-11	Administration: Meeting Times	12/04/12	Special Legislation
12-12	Zoning: Rezoning: Union County Hospital	12/04/12	Special Legislation
12-13	Tax Levy	12/18/12	Special Legislation
13-01	Employees: Drug/Alcohol Abuse Policy	03/19/13	Chapter 11
13-02	Budget	04/16/13	Special Legislation
13-03	Utilities: Rates	04/16/13	Special Legislation
13-04	Annexation: Chamness Care	06/18/13	Special Legislation
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CHAPTER 1

ADMINISTRATION

ARTICLE I – GENERAL PROVISIONS

DIVISION I - TITLE

1-1-1 **TITLE.** Upon the adoption by the City Council, this "**Revised Code of Ordinances**" is hereby declared to be and shall hereafter constitute the Official City Code. The "**Revised Code of Ordinances of Anna**" shall be known and cited as the "**City Code**", and it is hereby published by authority of the City Council and shall be kept up-to-date as provided in **Section 1-1-3** under the direction of the City Attorney, acting for said City Council. Any reference to the number of any section contained herein shall be understood to refer to the position of the same number, its appropriate chapter and article heading, and to the general penalty clause relating thereto, as well as to the section itself when reference is made to this City Code by title in any legal document.

1-1-2 **ACCEPTANCE.** The City Code, as hereby presented in printed form, shall hereafter be received without further proof in all courts and in all administrative tribunals of this State as the ordinances of the City of general and permanent effect, except the excluded ordinances enumerated in **Section 1-1-8**.

1-1-3 **AMENDMENTS.** Any ordinance amending this City Code shall set forth the article, chapter, and section number of the section or sections to be amended, and this shall constitute a sufficient compliance with any statutory requirement pertaining to the amendment or revision by ordinance of any part of this City Code. All such amendments or revisions by ordinance shall be semiannually forwarded to the codifiers and the said ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. Each such replacement page shall be properly identified and shall be inserted in each individual copy of the City Code on a semiannual basis.

1-1-4 **CODE ALTERATION.** It shall be deemed unlawful for any person to alter, change, replace or deface in any way, any section, or any page of this City Code in such a manner that the meaning of any phrase or order may be changed or omitted. Replacement pages may be inserted according to the official instructions when so authorized by the City Council. The City Clerk shall see that the replacement pages are properly inserted in the official copies maintained in the office of the Clerk.

Any person having in his custody an official copy of the City Code shall make every effort to maintain said Code in an up-to-date and efficient manner. He shall see to the immediate insertion of new or replacement pages when such are delivered to him or made available to him through the office of the City Clerk. Said Code books, while in actual possession of officials and other interested persons, shall be and remain the property of the City and shall be returned to the office of the Clerk when directed to do so by order of the City Council.

1-1-5 **JURISDICTION.** Unless otherwise provided herein, this Code applies to acts performed within the corporate limits of the City. Provisions of this Code also apply to acts performed outside the corporate limits and up to the limits prescribed by law, where the law confers power on the City to regulate such particular acts outside the corporate limits.

1-1-6 - 1-1-7 **RESERVED.**

DIVISION II – SAVING CLAUSE

1-1-8 REPEAL OF GENERAL ORDINANCES. All general ordinances of the City passed prior to the adoption of this City Code are hereby repealed, except such as are referred to herein as being still in force or are, by necessary implication, herein reserved from repeal [subject to the saving clauses contained in the following section], from which are excluded the following ordinances which are hereby not repealed:

Tax Levy Ordinances; Budget Ordinances; Ordinances Relating to Boundaries and Annexations; other Ordinances Granting Special Rights to Persons or Corporations; Contract Ordinances and Ordinances Authorizing the Execution of a Contract or the Issuance of Warrants; Salary Ordinances; Ordinances Establishing, Naming or Vacating Streets, Alleys or Other Public Places; Improvement Ordinances; Bond Ordinances; Ordinances Relating to Elections; Ordinances Relating to the Transfer or Acceptance of Real Estate by or from the City; and all Special Ordinances.

1-1-9 PUBLIC UTILITY ORDINANCES. No ordinance relating to railroads or railroad crossings with streets and other public ways, or relating to the conduct, duties, service, or rates of public utilities shall be repealed by virtue of the adoption of this City Code, or by virtue of the preceding section, excepting as this City Code shall be considered as amending such ordinance or ordinances in respect to such provisions only.

1-1-10 COURT PROCEEDINGS. No new ordinance shall be construed or held to repeal a former ordinance, whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture, or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture, or punishment be mitigated by any provision of a new ordinance, such provision may be, by consent of the party affected, applied to any judgment announced after the new ordinance takes effect.

This Section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.

Nothing contained in this Chapter shall be construed as abating any action now pending under or by virtue of any general ordinance of the City herein repealed and the provisions of all general ordinances contained in this Code shall be deemed to be continuing provisions and not a new enactment of the same provision; nor shall this Chapter be deemed as discontinuing, abating, modifying or altering any penalty accrued or to accrue or as affecting the liability of any person, firm or corporation, or as waiving any right of the City under any ordinance or provision thereof in force at the time of the adoption of this City Code.

1-1-11 SEVERABILITY OF PROVISIONS. Each section, paragraph, sentence, clause, and provision of this Code is severable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Code, nor any part thereof, other than that part affected by such decision.

1-1-12 CITY CLERK'S CERTIFICATE. The City Clerk's Certificate shall be in the following form:

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF UNION) ss. CITY CLERK'S OFFICE
CITY OF ANNA)

I, Dori Bigler, City Clerk of the City of Anna, Illinois do hereby certify that the following Revised Ordinances of the City of Anna, Illinois, published by authority of the City Council were duly passed by the Council of the City of Anna, Illinois, approved by the Mayor and published in book form according to law on this date, and that these ordinances are true and perfect copies of the ordinances, as passed, approved, and now of record and on file in my office, as provided by law.

In witness whereof, I have set my hand and affixed the corporate seal of the City of Anna, Illinois, this ____ day of _____, 2022.

DORI BIGLER
CITY CLERK
CITY OF ANNA, ILLINOIS

(SEAL)

1-1-13 RESERVED.

DIVISION III - DEFINITIONS

1-1-14 CONSTRUCTION OF WORDS. Whenever any word in any section of this Code importing the plural number is used in describing or referring to any matters, parties or persons, any single matter, party, or person shall be deemed to be included, although distributive words may not have been used.

When any subject matter, party or person is referred to in this Code by words importing the singular number only or the masculine gender, several matters, parties or persons and females as well as males and bodies corporate shall be deemed to be included, provided that these rules of construction shall not be applied to any section of this Code which contains any express provision excluding such construction or where the subject matter or content may be repugnant thereto.

1-1-15 DEFINITIONS. Whenever the following words or terms are used in this Code, they shall have the meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

"AGENT" as used in this Code shall mean a person acting on behalf of another.

"CITY" shall mean the **City of Anna, Illinois.**

"CODE" OR "THIS CODE" shall mean **"The Revised Code of Ordinances of the City of Anna, Illinois".**

"COMMISSIONER" shall mean the City Council, Corporate Authorities, or City Commissioners of the City of Anna.

"COUNCIL" unless otherwise indicated shall mean the City Council or City Commissioners of this City. **(65 ILCS 5/4-3-3)**

"COUNTY" shall mean the **"County of Union".**

"EMPLOYEES" shall mean the following: Whenever reference is made in this Code to a City employee by title only, this shall be construed as though followed by the words **"of the City"**.

"FEE" as used in this Code shall mean a sum of money charged by the City for the carrying on of a business, profession, or occupation.

"FISCAL YEAR". The "fiscal year" for the City shall begin on **May 1st** of each year and end on **April 30th** of the following year. **(65 ILCS 5/1-1-2(5))**

"KNOWINGLY" imports only a knowledge that the facts exist which bring the act or omission within the provisions of this Code. It does not require any knowledge of the unlawfulness of such act or omission.

"LICENSE" as used in this Code shall mean the permission granted for the carrying on of a business, profession, or occupation.

"MISDEMEANOR" shall mean any offense deemed a violation of the provisions of this Code which is a lesser offense than a felony as defined by State law.

"NEGLECT", "NEGLIGENCE", "NEGLIGENT" AND "NEGLIGENTLY" import a want of such attention to the nature of probable consequences of the act of omission as a prudent man ordinarily bestows in acting in his own concern.

"NUISANCE" shall mean anything offensive or obnoxious to the health and welfare of the inhabitants of the City or any act or thing repugnant to or creating a hazard to or having a detrimental effect on the property of another person or to the community.

"OCCUPANT" as applied to a building or land shall include any person who occupies the whole or any part of such building or land, whether alone or with others.

"OFFENSE" shall mean any act forbidden by any provision of this Code or the omission of any act required by the provisions of this Code.

"OFFICERS AND EMPLOYEES". Whenever reference is made in this Code to a City officer or employee by title only, this shall be construed as though followed by the words **"of the City"** and shall be taken to mean the officer or employee of this City having the title mentioned or performing the duties indicated.

No provision of this Code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided in this Code for a failure to perform such duty, unless the intention of the City Council to impose such a fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

"OFFICIAL TIME". Central Standard Time shall be the official time for the transaction of City business, except during applicable Daylight Savings Time set by National or State standards when the official time shall be advanced **one (1) hour**. All clocks and other timepieces in or upon public buildings or other premises maintained by or at the expense of the City shall be set and run at the official time prescribed by this paragraph.

"OPERATOR" as used in this Code shall mean the person who is in charge of any operation, business or profession.

"OWNER" as applied to a building or land shall include any part-owner, joint-owner, tenant-in-common, joint-tenant or lessee of the whole or of a part of such building or land.

"PERSON" shall mean any natural individual, firm, trust, partnership, association, or corporation in his or its own capacity as administrator, conservator, executor, trustee, receiver, or other representative appointed by the Court. Whenever the word "person" is used in any section of this Code prescribing a penalty or fine as applied to partnerships or any such word as applied to corporations, it shall include the officers, agents, or employees thereof who are responsible for any violation of said section.

"PERSONAL PROPERTY" shall mean and include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged, or diminished and every right or interest therein.

"RETAILER" as used in this Code unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles, or things in small quantities direct to the consumer.

"STATE" OR "THIS STATE" shall mean the "State of Illinois" unless otherwise indicated.

"STREET" shall include alleys, lanes, courts, boulevards, public squares, public places, and sidewalks.

"TENANT" as applied to a building or land shall include any person who occupies the whole or any part of such building or land, whether alone or with others.

"WILLFULLY" when applied to the intent with which an act is done or omitted implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate the law, or to injure another or to acquire an advantage.

"WRITTEN" AND "IN WRITING" may include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond required by law, it shall be in the proper handwriting of such person, or in case he is unable to write, by his proper mark. **(65 ILCS 5/1-1-2)**

1-1-16 CATCHLINES. The catchlines of the several sections of this Code are intended as mere catchwords to indicate the content of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.

1-1-17 - 1-1-19 RESERVED.

DIVISION IV - GENERAL PENALTY

1-1-20 PENALTY.

(A) Any person convicted of a violation of any section of this Code shall be fined not less than **One Hundred Dollars (\$100.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)** for any **one (1) offense**.

(B) Any minor or person designated as a juvenile by this State convicted of a violation of any Section of this Code shall be fined not less than **Seventy-Five Dollars (\$75.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)** for any **one (1) offense** but may not be confined except by provisions of the **Juvenile Court Act of the State of Illinois**.

(C) Whoever commits an offense against the City or aids, abets, counsels, commands, induces, or procures its commission is punishable as a principal.

(D) Whoever willfully causes an act to be done which, if directly performed by him or another, would be an offense against the City is punishable as a principal.

(E) All municipal ordinance offenses may be satisfied without a court appearance by a written plea of guilty and payment of the minimum fine, plus court costs and attorney's fees, unless a court appearance is required by the ordinance violated.

1-1-21 SERVICE BY CERTIFIED MAIL. In all actions for violation of any municipal ordinance where the fine should not be in excess of **Seven Hundred Fifty Dollars (\$750.00)** and no jail term could be imposed, service of summons may be made by the municipal clerk by certified mail, return receipt requested, whether service is to be within or without the State. **(65 ILCS 5/1-2-9.1)**

1-1-22 APPLICATION.

(A) The penalty provided in this Chapter shall be applicable to every section of this City Code, the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this City Code where any duty is prescribed, or obligation imposed or where any act which is of a continuing nature or declared to be unlawful shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this City Code.

(B) In all cases where the same offense is made punishable or is created by different clauses or sections of this City Code, the prosecuting officer may elect under which to proceed; but not more than **one (1)** recovery shall be had against the same person for the same offense; provided that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

(C) Whenever the doing of any act or the omission to do any act constitutes a breach of any section or provision of this City Code, and there shall be no fine or penalty specifically declared for such breach, the provisions of this Chapter shall apply, and a separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.

1-1-23 LIABILITY OF OFFICERS. The failure of any officer or employee to perform any official duty imposed by this Code shall not subject such officer or employee to the penalty imposed for violation of this Code unless a penalty is specifically provided for.

1-1-24 LICENSE. When a person is convicted of a violation of any Section of this Code, any license previously issued to him by the City may be revoked by the court or by the Council.

ARTICLE II - CITY OFFICIALS

DIVISION I - CITY COUNCIL

1-2-1 COMPOSITION AND GENERAL POWERS. The City Council shall consist of the Mayor and **four (4) Commissioners**, elected at large, in conformity with this Code and State Law governing elections in cities and shall have such powers as are granted by **Chapter 65, Illinois Compiled Statutes**. The term of office shall be for **four (4) years** or until their successors are elected and have qualified.

(A) **Reports.** Every Commissioner, officer, assistant, and employee shall, from time to time, as required by law or ordinance or when requested by the Council or whenever he shall deem necessary for the good of the public service, report to the Council in writing respecting the business or work of his department, subordinate department, bureau or office, or matters connected therewith.

(B) **Department Heads Agents of Council.** All Commissioners or superintendents of departments and officers are the agents of the Council only, and all their acts shall be subject to review and to approval or revocation by the Council.

(65 ILCS 5/4-3-4 and 5/4-3-1 et seq.)

1-2-2 VACANCIES - APPOINTMENT. A vacancy occurs in the office of City Commissioner by reason of resignation, failure to elect or qualify, death, permanent physical or mental disability, conviction of a disqualifying crime, abandonment of office or removal from office, or removal of residence from the City.

If a vacancy occurs in any of these offices, the remaining members of the Council, within **thirty (30) days** thereafter, shall appoint a person to fill the vacancy for the balance of the unexpired term or until the vacancy is filled by interim election pursuant to **65 ILCS 5/3.1-10-50**, and until the successor is elected and has qualified.

1-2-3 MEETINGS. The regular stated meetings of the City Council shall be held in the City Hall Building on the **first (1st) and third (3rd) Tuesdays** of each month at **5:00 P.M.** during Central Standard Time and Daylight Savings Time. If a regular stated meeting falls upon a legal holiday, the meeting shall be held at the regularly scheduled time and place unless the City Council at the next prior meeting thereto shall determine to reschedule the meeting until the next secular day. Public notice of regular meetings and rescheduled meetings shall be given in accordance with **Open Meetings Act. (5 ILCS 120/1 et seq.)**

1-2-4 SPECIAL MEETINGS. Special meetings of the City Council may be called by the Mayor or any **two (2) Commissioners** by giving at least **twenty-four (24) hour** notice thereof, by delivering to them personally, written, or printed notices of the time of such meeting at the residences of the Commissioners; such notices shall be served by mail, by the Chief of Police or his designated representative. The notices shall specify the purpose of the special meeting and the business to be taken up at that time and place. The notice shall be posted at the City Hall and shall be provided to any local newspaper of general circulation or any local radio or television station that has filed an annual request for such notice. The notice shall be provided to such news media in the same manner as the notice is given to the Mayor and members of the City Council, provided such news media has given the City an address within the City at which such notice may be given. **(65 ILCS 5/4-5-12 and 5 ILCS 120/2.02 and 120/2.03)**

1-2-5 QUORUM. At all meetings of the City Council, **three (3) members** of the City Council shall constitute a quorum to do business, but a smaller number may adjourn from time to time and compel absentees to attend any regular or special meetings by a written citation to be signed by the

Mayor and **two (2) Commissioners** issuing the same and may be served by any official authorized to serve process within the City by reading the same to such absentees. **(65 ILCS 5/4-5-12)**

1-2-6 - 1-2-9 RESERVED.

DIVISION II – MAYOR AND COMMISSIONERS

1-2-10 AS COUNCIL. The Mayor and Commissioners shall, regularly at least **two (2) times** each month, meet in open session constituting themselves as the Council of the City of Anna in Legislative Session for the exercise of the legislative powers of the municipality, for (a) the adoption of Ordinances, the passage of Resolutions, and the approval and authorization of contracts, (b) the holding of hearings where required by law or otherwise appropriate, and (c) the hearing of petitions or requests from the general public, and (d) any other matters statutorily requiring the vote of the corporate authorities. **(Ord. No. 95-08; 06-06-95)**

1-2-11 AS EXECUTIVE SESSION. The Mayor and Commissioners shall, regularly at least **two (2) times** each month, immediately following the regularly scheduled Council meeting, meet in open session constituting themselves as the Executive of the municipality in Executive Session for the exercise of the executive powers of the municipality, for the discussion of matters that relate solely to the executive and administrative responsibilities of the Mayor and Commissioners, including (a) the hearing of reports and recommendations of the Mayor and Commissioners with respect to the operation of each department and matters requiring attention in each department pertaining to the efficient and economical conduct of each department, (b) the recipient of reports pertaining to executive and administrative matters, including reports from the City Administrator, Treasurer, Department Heads and Supervisors, Zoning Inspector, Legal Advisor, Consulting Engineers, and Auditors, and (c) the discussion, making, and communication of executive and administrative decisions, recommendations, and directions to the City Administrator, Treasurer, Department Heads and Supervisors, Zoning Inspector, Legal Advisor, Consulting Engineers, Auditors, and the like; provided, that the Mayor and Commissioners may, in their discretion, hold special Executive Sessions upon oral call by any **two (2)** of them upon **twenty-four (24) hours'** notice to the other Commissioners. **(Ord. No. 95-08; 06-06-95)**

1-2-12 AS INDIVIDUAL COMMISSIONERS. A Commissioner's function is to:

- (A) Perform the legislative function by attendance at, participation in, and voting at meetings of the Council;
- (B) Perform the executive function by attendance at and participation in executive Sessions of the Mayor and Commissioners;
- (C) Perform the administrative function with respect to each department or departments under the Commissioner's supervision by (1) observing and inquiring of the City Administrator and any department head, supervisor, employee, or other officer with respect to the operations of said department, (2) making recommendations to the City Administrator with respect to the operation of any department, and (3) reporting to the Council and making recommendations for the making of any rules or regulations by Ordinances or Resolutions, or other action deemed necessary or appropriate, and (4) generally report to the Mayor and Commissioners in Executive Session in any and all matters in any department requiring Executive action; provided, that the power and duty to supervise, make, and communicate orders and directions to any Operational Department Head, any subordinate thereof or each employee thereunder with respect to the conduct and operation of the business of the municipality, is hereinbelow delegated and reserved to the City Administrator. **(Ord. No. 95-08; 06-06-95)**

1-2-13 AS MAYOR. The Mayor's function is to:

- (A) Perform the same legislative, executive, and administrative functions prescribed for reach Commissioner;
- (B) To act as President of, and preside over, the Council;
- (C) To preside over the Commissioners during Executive Session;
- (D) To sign all contracts, notes, bonds, and other official documents for and on behalf of the municipal corporation;
- (E) To perform the duties of Commissioners of the Department of Public Affairs, including representing City at ceremonial and other public functions, and representing the City in its relations with other governmental units.

(Ord. No. 95-08; 06-06-95)

1-2-14 ASSIGNMENT TO DEPARTMENTS. The Statutory Departments, the Operational Departments, and the designation of the titles of the Operational Department Heads, are as follows:

- (A) The Department of Public Affairs, to which is assigned the City's General Corporate Office, the Operational Department Head of which is the Deputy City Clerk;
- (B) The Department of Accounts of Finances, to which is assigned the City's General Corporate Office, the Operational Department Head of which is the Deputy City Clerk;
- (C) The Department of Public Health and Safety, to which is assigned the City of Anna Police Department, the Operational Department Head of which is the Chief of Police, and the City of Anna Fire Department, the Operational Department Head of which is the Fire Chief;
- (D) The Department of Streets and Public Improvements, to which is assigned the Sewer Department, the Operational Department Head of which is the Chief Sewer Operator, the Streets/Gas/Utilities Department, the Operational Department Head of this is the City Superintendent;
- (E) The Department of Public Property, to which is assigned the City Park and Pool, Cemetery, and Landfill, the Operational Department Head of which is designated as City Superintendent.

(Ord. No. 95-08; 06-06-95)

1-2-15 - 1-2-19 RESERVED.

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DIVISION III - RULES OF THE CITY COUNCIL

1-2-20 RULES OF THE COUNCIL. The following rules of order and procedure shall govern the deliberations and meetings of the City Council. **(65 ILCS Sec. 5/3.1-40-15)**

(A) **Order of Business.** The order of business shall be as follows:

- (1) Call to order by presiding officer.
- (2) Roll Call.
- (3) The reading of the journal of the proceedings of the last preceding meeting or meetings, and correction and approval of the same, unless dispensed with by the members and correction of the journal of the proceedings of previous meetings.
- (4) Approval of Treasurer's Report.
- (5) Approval of bills.
- (6) Visitors and Public Comment.*
- (7) Reports and communications from the Mayor and other appointed City Officers.
- (8) Reports of Commissioners.
- (9) Presentation of communications, petitions, resolutions, orders, and ordinances by the members.
- (10) Unfinished business.
- (11) Miscellaneous business.

*** (See Section 1-2-21)**

All questions relating to the priority of business shall be decided by the chair without debate, subject to appeal.

(B) **Duties of Presiding Officer.** The presiding officer shall preserve order and decorum and may speak to points of order in preference to other members, and shall decide all question of order, subject to appeal.

In case of any disturbance or disorderly conduct, the presiding officer shall have the power to require that the chamber be cleared.

(C) **Duties of Members.** While the presiding officer is putting the question, no member shall walk across or out of the Council Chamber.

Every member, previous to his speaking, making a motion or seconding the same shall not proceed with his remarks until recognized and named by the Chair. He shall confine himself to the question under debate, avoiding personalities and refraining from impugning the motives of any other member's argument or vote.

(D) **Visitors.** After the public comment period, no person other than a member of the Council shall address that body on the same question, unless such person has been recognized by the presiding officer.

(E) **Presentation of New Business.** When a member wishes to present a communication, petition, order, resolution, ordinance, or other original matter, he shall send it to the desk of the Clerk who shall read such matter when reached in its proper order.

(F) **Debate.** No member shall speak more than once on the same question, except by consent of the Presiding Officer or unless **three-fourths (3/4)** of the corporate authorities agree to one's right to debate should be limited to speak only once, and then not until every other member desiring to speak shall have had an opportunity to do so; provided, however, that the proponent of the matter under consideration, as the case may be, shall have the right to open and close debate.

[No member shall speak longer than ten (10) minutes at any one time, except by consent of the Council; and in closing debate on any question, as above provided, the speaker shall be limited to five (5) minutes, except by special consent of the Council.]

The City Council, by motion, may limit debate. The Presiding Officer shall have the right to participate in debate.

While a member is speaking, no member shall hold any private discussion, nor pass between the speaker and the Chair.

(G) **Call of Members to Order.** A member, when called to order by the Chair, shall thereupon discontinue speaking and take his seat and the order or ruling of the Chair shall be binding and conclusive, subject only to the right to appeal.

(H) **Appeals from Decision of the Chair.** Any member may appeal to the Council from a ruling of the Chair, and if the appeal is seconded, the member making the appeal may briefly state his reason for the same, and the Chair may briefly explain his ruling; but there shall be no debate on the appeal and no other person shall participate in the discussion. The Presiding Officer shall have the right to participate in debate.

The Chair shall then put the question, "**Shall the decision of the Chair be sustained?**". If a majority of the members present vote "**No**", the decision of the Chair shall be overruled; otherwise, it shall be sustained.

(I) **Division of Questions.** If any question under consideration contains several distinct propositions, the members, by a majority vote of the members present may divide such question.

(J) **Record of Motions.** In all cases where a resolution or motion is entered in the journal, the name of the member moving the same shall be entered also.

(K) **Announcement and Changes of Vote.** The result of all votes by yeas and nays shall not be announced by the Clerk but shall be handed by him to the chairman for announcement, and no vote shall be changed after the tally list has passed from the hands of the Clerk.

(L) **Precedence of Motions.** When a question is under debate, the following motions shall be in order and shall have precedence over each other in order, as listed:

- (1) To adjourn to a day certain.
- (2) To adjourn.
- (3) To take a recess.
- (4) To lay on the table.
- (5) The previous question.
- (6) To refer.
- (7) To amend.
- (8) To defer or postpone to a time certain.
- (9) To defer or postpone (without reference to time.)
- (10) To defer or postpone indefinitely.

Numbers (2), (4), and (5) to be decided without debate.

(M) **Motions to Adjourn.** A motion to adjourn the City shall always be in order, except:

- (1) When a member is in possession of the floor.
- (2) While the yeas and nays are being called.
- (3) When the members are voting.
- (4) When adjournment was the last preceding motion.
- (5) When it has been decided that the previous question shall be taken.

A motion simply to adjourn shall not be subject to amendment or debate, but a motion to adjourn to a time certain shall be.

The City Council may, at any time, adjourn over **one (1)** or more regular meetings on a vote of a majority of all the members authorized by law to be elected.

(N) **Previous Question.** When the previous question is moved on the main question and seconded, it shall be put on this form: "**Shall the main question now be put?**". If such motion be carried, all further amendments and all further motions and debate shall be excluded, and the question put without delay upon the pending amendment in proper order and then upon the main question.

(O) **Motions to Lay on the Table and to Take from the Table.** A motion simply to lay the question on the table shall not be debatable, but a motion to lay on the table and publish, or with any other condition shall be subject to amendment and debate.

A motion to take any motion or other proposition from the table may be proposed at the same meeting at which such motion or proposition was laid upon the table, provided **two-thirds (2/3)** of the members vote therefor.

A motion to lay any particular motion or proposition on the table shall apply to that motion or proposition only. An amendment to the main question or other pending question may be laid on the table and neither the main question nor such other pending question shall be affected thereby.

(P) **Indefinite Postponement; Motion to Defer or Postpone Without Any Reference to Time.** When consideration of a motion or other proposition is postponed indefinitely, it shall not be again taken up at the same meeting.

A motion to postpone indefinitely shall not open the main question to debate.

A motion to defer or postpone without any reference to time shall not be construed as a motion to postpone indefinitely but shall be considered to be of the same general nature and to possess the same general attributes so far as applicable under these rules, as a motion to postpone indefinitely or to a time certain.

(Q) **Motion to Refer.** A motion to refer to a standing committee shall take precedence over a similar motion to refer to a special committee.

(R) **Motion to Amend.** A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be entertained.

An amendment modifying the intention of a motion shall be in order; but an amendment relating to a different subject shall not be in order.

On an amendment to **"Strike Out and Insert"**, the paragraph to be amended shall first be read as it stands, then the words proposed to be stricken out, then those to be inserted, and finally, the paragraph as it will stand if so amended shall be read.

An amendment to the main question or other pending questions may be referred to a committee and neither the main question nor such other pending question shall be affected thereby.

(S) **Filling of Blanks.** When a blank is to be filled and different sums or times proposed, the question shall be taken first on the least sum or the longest time.

(T) **Motion to Substitute.** A substitute for any original proposition under debate or for any pending amendment or such proposition may be entertained notwithstanding that at such time, further amendment is admissible; and if accepted by the City Council by a vote shall entirely supersede such original proposition or amendment, as the case may be, and cut off all amendments appertaining thereto.

(U) **Reconsideration.** A vote or question may be reconsidered at any time during the same meeting, or at the first regular meeting held thereafter. A motion for reconsideration having been once made and decided in the negative shall not be renewed, nor shall a motion to reconsider be reconsidered.

A motion to reconsider must be made and seconded by a member who voted on the prevailing side of the question to be reconsidered, unless otherwise provided by law; provided, however, that where a motion has received a majority vote in the affirmative, but is declared lost solely on the ground that a greater number of affirmative votes is required by statute for the passage or adoption of such motion, then in such case, a motion to reconsider may be made and seconded only by those who voted in the affirmative on such question to be reconsidered.

(V) **Adoption of Robert's "Rules of Order Revised".** The rules of parliamentary practice comprised in the latest published edition of **Robert's "Rules of Order Revised"** shall govern the Council in all cases to which they are applicable and in which they are not inconsistent with the special rules of the Council.

(W) **Temporary Suspension of Rules - Amendment of Rules.** These rules may be temporarily suspended by a vote of **two-thirds (2/3)** of the corporate authorities entitled by law to be elected and shall not be repealed, altered or amended, unless by concurrence of **two-thirds (2/3)** of all the corporate authorities entitled by law to be elected.

(X) **Censure of Council Members.**

(1) A member of the City Council, hereinafter referred to as the Complainant, can submit a written Complaint to the City Clerk and request a censure hearing concerning specified misconduct by another City Council member, hereinafter referred to as the Respondent. The Complaint shall provide detailed allegations and any supporting evidence of the specific misconduct alleged. The City Clerk shall place the matter on the Agenda for the next regularly scheduled City Council meeting.

(2) At that next regularly scheduled meeting the City Council members may, by unanimous vote, direct that the censure Complaint shall not proceed. The Complainant and Respondent shall not participate in this vote.

Absent a unanimous vote not to proceed, the Mayor shall appoint a Council ad hoc committee to review the Complaint as provided in paragraph (4) hereinbelow. Neither the Complainant, nor the Respondent, shall be appointed to serve on the ad hoc committee. If the Mayor is either the Complainant or the Respondent of the censure Complaint, then the longest tenured City Council member who is not a party to the Complaint shall serve on the ad hoc committee and make other committee appointments in lieu of the Mayor. If two or more Council members have the same, longest tenure, then they shall draw straws as to who will serve on the committee and act in lieu of the Mayor. The makeup of the ad hoc committee as described herein is the general rule, however, the makeup of the committee is flexible.

- (3) A copy of the censure Complaint shall be provided to the Respondent as soon as possible following its receipt, but in no event less than **forty-eight (48) hours** prior to the City Council meeting at which it will first be considered.
- (4) The ad hoc committee shall review the allegations of the Complaint, investigate the allegations of the Complaint as it deems necessary and appropriate, and prepare a report of its findings and recommendations.
- (5) The ad hoc committee shall be provided with administrative support staff as may be necessary to assist in conducting its investigation and making its report to the full City Council.
- (6) Upon the completion of its review and investigation of the allegations of the censure Complaint, the ad hoc committee shall determine if, considering all the facts and evidence, there are reasonable grounds to proceed to a censure hearing on the Complaint by the full City Council. The committee shall make a written report to the City Council outlining its findings and recommendations, and detailing the facts and evidence relied upon in reaching its conclusions.
- (7) If the ad hoc committee determines that the allegations of the Complaint are valid, and that a censure hearing is warranted, the committee shall direct the City Clerk to forward its report and recommendations to the full City Council and set the matter for a public censure hearing at a regularly scheduled City Council meeting. If the committee concludes that the allegations of the Complaint are not valid, it shall direct the City Clerk to forward the committee's report to the whole City Council and no further action on the Complaint will be taken, unless a majority of the City Council directs that the matter be placed on its Agenda for further consideration.
- (8) If a public censure hearing is set before the City Council, prior to any formal action by the City Council, the Respondent shall be afforded the due process of law, including notice of the hearing and an opportunity to be heard and refute the allegations of the Complaint.

(Ord. No. 2022-05; 02-01-22)

1-2-21

ADDRESS BY NON-MEMBERS.

(A) **Public Comment Request.** Any person not a member of the City Council may address the City Council with regard to items of proposed business under the following rules:

- (1) He or she shall rise (if not physically impaired) and state his or her name and address for the record and unless further time is granted by the Council to limit remarks to **five (5) minutes**. All remarks shall be addressed to the City Council, not to any member thereof.
- (2) No person other than the Council member recognizing the individual addressing the Council and the person having the floor shall be

permitted to enter into any discussion directly or through a member of the Council without the permission of the Mayor. No questions shall be asked of an Alderman except through the Mayor. Any person making personal or impertinent remarks or who shall become disruptive addressing the City Council shall be forthwith evicted from the Council room by the Mayor.

(B) **Auxiliary Aid or Service.** The City shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with orders.

- (1) The City shall furnish appropriate auxiliary aid(s) and service(s) where necessary to afford qualified individuals with disabilities including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits, of a service, program, or activity of the City.
- (2) Auxiliary aids and services shall be provided in a timely manner.
- (3) Individuals shall notify the City Clerk **fourteen (14) days** in advance specifying the appropriate auxiliary aids or services required. **(See Addendum "B", Request for Auxiliary Aid(s) and/or Services)**

(C) The Chief of Police or his authorized designee shall be the Sergeant at Arms at the Council meetings. He or she shall carry out all orders and instructions of the Mayor for the purposes of maintaining order and decorum. The Sergeant at Arms shall remove any person violating order and decorum of the meeting. Such removal may be accompanied by further prosecution for any violation of any ordinance under this Code. **[5 ILCS 120/2.06]**

1-2-22 - 1-2-24 RESERVED.

DIVISION IV - ORDINANCES

1-2-25 ORDINANCES.

(A) **Attorney.** It shall be the duty of the City Attorney to prepare such ordinances as may be required by the City Council.

(B) **Passage by Yeas and Nays - Record.** The yeas and nays shall be taken upon the passage of all ordinances, and on all propositions to create any liability against the City or for the expenditure or appropriation of its money, and all other cases at the request of any member and entered on the journal of its proceeding and the concurrence of **three (3)** of the members elected to the City Council shall be necessary for the passage of any such ordinance or proposition. **(65 ILCS 5/4-5-12)**

(C) **Inspection.** Every ordinance or resolution appropriating any money, or ordering any street improvement or sewer, or making or authorizing the making of any contract, or granting any franchise, right, or license to occupy or use the streets, alleys, highways, bridges, viaducts, public property, or public places in the municipality for any purpose, shall remain on file with the municipal clerk for public inspection, in the form in which it is finally passed, at least **one (1) week** before the final passage thereof.

(D) Upon every vote the "yeas" and "nays" shall be called and recorded. Every motion, resolution, or ordinance shall be reduced to writing and read before a vote is taken thereon, and all council members present at any meeting shall vote thereon. The style of all ordinances shall be: "Be it ordained by the Council of the City of Anna." **(65 ILCS 5/4-5-12)**

(E) The Mayor shall have no power to veto, but every resolution, ordinance or warrant passed or ordered by the Council must be signed by the Mayor, or by **two (2) commissioners**, and all ordinances and resolutions shall be filed for record, before they shall be in force.

1-2-26 - 1-2-27 RESERVED.

DIVISION V - OFFICERS AND EMPLOYEES

1-2-28 THE SEAL.

(A) The seal provided by the Council, being circular in form, shall consist of the words, "**City of Anna, Illinois**" in the exterior circle, and the words, "**Corporate Seal**" in the interior circle of the seal.

Such seal shall be and hereby is established and declared to be the seal of the City. **(65 ILCS 5/2-2-12)**

(B) The Corporate Seal shall be used as such seal in all cases provided for by law or by the ordinances of the City and in all other cases in which, by law and custom, it is usual and necessary for the corporation to use a seal. The seal shall be and remain with the City Clerk who shall be the legal custodian. **(65 ILCS 5/3.1-35-90)**

1-2-29 ELECTIONS.

(A) **Election Procedure.** The provisions of the **Illinois Compiled Statutes, Chapter 10 and Chapter 65, Section 5/4-3-1** concerning municipal elections shall govern the conduct of the City elections.

(B) **Inauguration.** The inauguration of newly elected City officials shall occur at the first regular or special meetings of the Council in the month of May following the general municipal election in April. **(65 ILCS 5/3.1-10-15)**

1-2-30 APPOINTMENT OF ELECTED OFFICIALS. No Commissioner of this City, during the term of office for which he is elected, may accept, or be appointed to or hold any office appointed by the Mayor except if such Commissioner is granted a leave of absence from such office. However, such Commissioner may serve as a volunteer fireman and receive compensation for such service. Any appointment in violation of this Section is void. **(See 65 ILCS 5/3.1-15-15)**

1-2-31 MUNICIPAL OFFICERS - REGULATIONS.

(A) **Effect.** The provisions of this Division shall apply alike to all officers and employees of the City, regardless of the time of the creation of the office or position or the time of the appointment of the officer or employee.

(B) **Qualifications; Appointive Office.**

(1) No person shall be eligible for any appointive municipal office unless that person is a qualified elector of the municipality or otherwise provided by law.

(2) The residency requirements do not apply, however, to municipal engineers, health officers, attorneys, or other officers who require special training and knowledge, to appointed city treasurers, or to appointed city collectors. **(65 ILCS 5/3.1-10-6)**

(C) **Bond.** Every officer and employee shall, if required by the City Council upon entering upon the duties of his office, give a bond in such amount and with such sureties as may be determined by the Council, conditioned upon the faithful performance of the duties of his office or position. **(65 ILCS 5/3.1-10-30)**

(D) **Books Delivered to Successor.** Every officer shall, upon going out of office, deliver to his successor, all books, papers, furniture, and other things appertaining to such office, and which are the property of the City. Within **five (5) days** after notification and request, any person who has been an officer of a municipality is required to deliver to his successor in office all property, books and effects in his possession belonging to the Municipality or pertaining to the office he has held. Upon his refusal to do so, he shall be liable for all damages caused thereby, and shall, upon conviction, be penalized according to the provisions of **Section 1-1-20** of this Code. He shall not receive his final check until his City Code Book and keys are turned over to the City Clerk. **(65 ILCS 5/3.1-10-35)**

(E) **Books Open to Inspection.** Every officer shall, at all times when required, submit the books and papers of his office to the inspection of the Mayor or any committee or member of the Council.

(F) **Fees.** No officer of the Municipality shall be entitled to charge or receive any fees as against the City.

(G) **Report of Fees.** All officers of the City entitled to receive fees shall keep a correct account thereof, and make a report thereof, under oath to the City Council on the **first (1st) Tuesday** of each month. In the report, they shall specify from whom such fees were received, for what service, and when received. All fees received shall be paid over into the City Treasury.

(H) **Other Rules and Regulations.** Every officer of the City shall perform such other duties and be subject to such other rules and regulations as the Council may provide by law. **(65 ILCS 5/3.1-10-40)**

(I) **Conservators of Peace.**

(1) After receiving a certificate attesting to the successful completion of a training course administered by the Illinois Law Enforcement Training Standards Board, the Mayor, Commissioners, and policemen in municipalities shall be conservators of the peace. Those persons and others authorized by ordinance shall have power:

- (a) to arrest or cause to be arrested, with or without process, all persons who break the peace or are found violating any municipal ordinance or any criminal law of the State,
- (b) to commit arrested persons for examination,
- (c) if necessary, to detain arrested persons in custody over night or Sunday in any safe place or until they can be brought before the proper court, and
- (d) to exercise all other powers as conservators of the peace prescribed by the corporate authorities.

(2) All warrants for the violation of municipal ordinances or the State criminal law, directed to any person, may be served, and executed within the limits of a municipality by any policeman of the municipality. For that purpose, policemen have all the common law and statutory powers of sheriffs. **(65 ILCS 5/3.1-15-25)**

(I) **Oath.** Before entering upon the duties of their respective offices, all municipal officers, whether elected or appointed, shall take and subscribe to the following oath:

"I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability."

The Mayor and the Clerk shall have the power to administer this oath or affirmation upon all lawful occasions.

(65 ILCS 5/3.1-15-20)

1-2-32 INTERESTS IN CONTRACTS PROHIBITED.

(A) A municipal officer shall not be financially interested directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in any contract, work, or business of the municipality or in the sale of any article whenever the expense, price, or consideration of the contract, work, business, or sale is paid either from the treasury or by an assessment levied by statute or ordinance. A municipal officer shall not be interested, directly or indirectly, in the purchase of any property that (1) belongs to the municipality, (2) is sold for taxes or assessments, or (3) is sold by virtue of legal process at the suit of the municipality. For the purposes of this Section only, however, a municipal officer shall not be deemed interested if the officer is an employee of a company or owns or holds an interest of **one percent (1%)** or less in the municipal officer's individual name in a

company, or both, that company is involved in the transaction of business with the municipality, and that company's stock is traded on a nationally recognized securities market, provided the interested member (i) publicly discloses the fact that he or she is an employee or holds an interest of **one percent (1%)** or less in a company before deliberation of the proposed award of the contract; (ii) refrains from evaluating, recommending, approving, deliberating, or otherwise participating in the negotiation, approval, or both, of the contract, work, or business; (iii) abstains from voting on the award of the contract though he or she shall be considered present for the purposes of establishing a quorum; and (iv) the contract is approved by a majority vote of those members currently holding office.

A municipal officer shall not be deemed interested if the officer owns or holds an interest of **one percent (1%)** or less, not in the officer's individual name but through a mutual fund or exchange-traded fund, in a company, that company is involved in the transaction of business with the municipality, and that company's stock is traded on a nationally recognized securities market.

This Section does not prohibit any person serving on a municipal advisory panel or commission or nongoverning board or commission from having an interest in a contract, work, or business of the municipality unless the municipal officer's duties include evaluating, recommending, approving, or voting to recommend or approve the contract, work, or business.

(B) **Exceptions.** Any elected or appointed member of the governing body may, however, provide materials, merchandise, property, services, or labor, subject to the following provisions under either (1) or (2):

- (1) If:
 - (a) the contract is with a person, firm, partnership, association in which the interested member of the governing body of the municipality member has less than a **seven and one-half (7 ½%)** share in the ownership;
 - (b) the interested member publicly discloses the nature and extent of the interest before or during deliberations concerning the proposed award of the contract;
 - (c) the interested member abstains from voting on the award of the contract (though the member shall be considered present for the purposes of establishing a quorum);
 - (d) the contract is approved by a majority vote of those members presently holding office;
 - (e) the contract is awarded after sealed bids to the lowest responsible bidder if the amount of the contract exceeds **One Thousand Five Hundred Dollars (\$1,500.00)** (but the contract may be awarded without bidding if the amount is less than **One Thousand Five Hundred Dollars (\$1,500.00)**; and
 - (f) the award of the contract would not cause the aggregate amount of all contracts so awarded to the same person, firm, association, partnership, corporation, or cooperative association in the same fiscal year to exceed **Twenty-Five Thousand Dollars (\$25,000.00)**.
- (2) If:
 - (a) the award of the contract is approved by a majority vote of the governing body of the municipality (provided that the interested member shall abstain from voting);
 - (b) the amount of the contract does not exceed **Two Thousand Dollars (\$2,000.00)**;
 - (c) the award of the contract would not cause the aggregate amount of all contracts so awarded to the same person, firm, association, partnership, corporation, or cooperative association in the same fiscal year to exceed **Four Thousand Dollars (\$4,000.00)**;

- (d) the interested member publicly discloses the nature and extent of his interest before or during deliberations concerning the proposed award of the contract; and
 - (e) the interested member abstains from voting on the award of the contract (though the member shall be considered present for the purposes of establishing a quorum).
- (3) In addition to the above exemptions, any elected or appointed member of the governing body may provide materials, merchandise, property, services, or labor if:
- (a) the contract is with a person, firm, partnership, association, corporation, or cooperative association in which the interested member of the governing body of the municipality, advisory panel, or commission has less than a **one percent (1%)** share in the ownership; and
 - (b) the award of the contract is approved by a majority vote of the governing body of the municipality provided that any such interested member shall abstain from voting; and
 - (c) such interested member publicly discloses the nature and extent of his interest before or during deliberations concerning the proposed award of the contract; and
 - (d) such interested member abstains from voting on the award of the contract, though he shall be considered present for the purposes of establishing a quorum.

(C) A contract for the procurement of public utility services by a municipality with a public utility company is not barred by this Section by one or more members of the governing body being an officer or employee of the public utility company, or holding an ownership interest in no more than **seven and one-half (7 ½%)** in the public utility company, or holding an ownership interest of any size if the municipality has a population of less than **seven thousand five hundred (7,500)** and the public utility's rates are approved by the Illinois Commerce Commission. An elected or appointed member of the governing body or a non-governing board or commission having an interest described in this subsection (D) does not have a prohibited interest under this Section.

(D) An officer who violates this Section is guilty of a Class 4 felony. In addition, any officer held by an officer so convicted shall become vacant and shall be so declared as part of the judgment of the court.

(E) Nothing contained in this Section, including the restrictions set forth in subsections (B) and (C), shall preclude a contract of deposit of moneys, loans, or other financial services by a municipality with a local bank or local savings and loan association, regardless of whether a member of the governing body of the municipality is interested in the bank or savings and loan association as an officer or employee or as a holder of less than **seven and one-half (7 ½%)** of the total ownership interest. A member holding an interest described in this subsection (E) in a contract does not hold a prohibited interest for purposes of this Act. The interested member of the governing body must publicly state the nature and extent of the interest during deliberations concerning the proposed award of the contract but shall not participate in any further deliberations concerning the proposed award. The interested member shall not vote on the proposed award. A member abstaining from participation in deliberations and voting under this Section may be considered present for purposes of establishing a quorum. Award of the contract shall require approval by a majority vote of those members presently holding office. Consideration and award of a contract in which a member is interested may only be made at a regularly scheduled public meeting of the governing body of the municipality.

(F) Notwithstanding any other provision of this Section or any other law to the contrary, until January 1, 1994, a member of the city council of a municipality with a population under **twenty thousand (20,000)** may purchase real estate from the municipality, at a price of not less than **one hundred percent (100%)** of the value of the real estate as determined by a written MAI certified appraisal or by a written certified appraisal of a State certified or licensed real estate appraiser, if the purchase is approved by a unanimous vote of the city council members then holding office (except for the member desiring to purchase the real estate, who shall not vote on the question).

(G) Under either of the following circumstances, a municipal officer may hold a position on the board of a not-for-profit corporation that is interested in a contract, work, or business of the municipality:

- (1) If the municipal officer is appointed by the governing body of the municipality to represent the interests of the municipality on a not-for-profit corporation's board, then the municipal officer may actively vote on matters involving either that board or the municipality, at any time, so long as the membership on the not-for-profit board is not a paid position, except the municipal officer may be reimbursed by the not-for-profit board for expenses incurred as the result of membership on the not-for-profit board.
- (2) If the municipal officer is not appointed to the governing body of a not-for-profit corporation by the governing body of the municipality, then the municipal officer may continue to serve; however, the municipal officer shall abstain from voting on any proposition before the municipal governing body directly involving the not-for-profit corporation and, for those matters, shall not be counted as present for the purposes of a quorum of the municipal governing body.

(65 ILCS 5/3.1-55-10) (See Chapter 12 - Finance)

1-2-33 RESIDENCE REQUIREMENT. No person shall be eligible to hold any office who is not a qualified elector of the City and who shall not have resided therein for at least **one (1) year** next preceding his election or appointment, nor shall any person be eligible who is a defaulter to the City. This shall not apply to the City Engineer, City Attorney, Health Officer, or Treasurer for whom technical training or knowledge is required.

EDITOR'S NOTE: The test of residence in the Municipality is physical presence at fixed locations for **one (1) year** and permanent intention to remain in the community. (**People ex rel v. Tueffel, 334 Ill. App. 626**)

1-2-34 RESIGNATION OF APPOINTED OFFICIALS. Any officer of the City may resign from office. If such officer resigns, he shall continue in office until his successor has been chosen and has qualified. If there is a failure to appoint a City officer, or the person appointed fails to qualify, the person filling the office shall continue in office until his successor has been chosen and has qualified. **(65 ILCS 5/3.1-10-50)**

1-2-35 QUALIFICATIONS; ELECTIVE OFFICE.
(A) A person is not eligible for an elective municipal office unless that person is a qualified elector of the municipality and has resided in the municipality at least **one (1) year** next preceding the election.

(B) A person is not eligible for an elective municipal office if that person is in arrears in the payment of a tax or other indebtedness due to the municipality or has been convicted in any court located in the United States of any infamous crime, bribery, perjury, or other felony.

(C) A person is not eligible for the office of Commissioner unless that person has resided in the municipality, as the case may be, at least **one (1) year** next preceding the election or appointment. **(65 ILCS 5/3.1-10-5)**

1-2-36 BONDS OF OFFICERS.
(A) **Amount.** The bonds of officers, required under **Illinois Compiled Statutes, Chapter 65, Section 5/3.1-10-30** shall be executed in the following penal sums:

- | | |
|------------------------|----------------|
| (1) Mayor | \$1,000,000.00 |
| (2) City Commissioners | \$1,000,000.00 |

(3)	City Treasurer/Clerk/Collector	\$1,000,000.00
(4)	Police Chief	\$1,000,000.00
(5)	Deputy Clerk	\$1,000,000.00

(B) **Premium Payment by City.** The surety bonds required by law shall be paid by the City. **(5 ILCS 270/1)**

(C) **Surety.** The City Council shall not receive or approve any bond or security whereon the name of the City Council, any one of the Commissioners, or any elected or appointed officers of the City appear as bondsman or security. If, by mistake, a bond containing the name of any such officer is approved by the City Council, or if any bondsman, after becoming such is elected or appointed to any office, this Section shall not act as a release of any such obligation incurred.

1-2-37 CITY OFFICES CONSOLIDATED.

(A) The City Council may, from time to time, by law, impose upon any officer filling any office created by the ordinances of the City any such other or further duties as shall be consistent with the laws of this State, and may consolidate any **two (2)** or more of the offices and impose the duties thereof upon any other officer, and may make any such regulations respecting such offices as shall be consistent with the laws of this State.

(B) In case the City Council consolidates any offices created by it, the person performing the duties of the offices so consolidated shall not be entitled on account thereof to receive any salary or compensation which he would not have been entitled to receive if such consolidation had not taken place.

1-2-38 LIABILITY INSURANCE.

(A) **Purchase Of.** The City Council shall have the power to purchase liability insurance covering and insuring all municipal officers, employees, and elected officials; said insurance to cover incidents occurring while in the performance of their duties, which insurance may insure, cover, and protect any liability which the municipal corporation, officer, employee, or elected official may incur. When the insurance has been purchased, the City shall be responsible for all premiums and deductible charges called for by any valid liability insurance policy covering the municipal corporation, officer, employee, or elected official.

(B) **Indemnification.** If the City Council elects not to purchase liability insurance covering and insuring municipal officers, elected officials and employees as provided in this Section, then the City shall indemnify and cause to defend municipal officers, elected officials and employees from any claim filed by an individual, partnership or corporation when the claim is founded on any act or omission of the municipal officers, elected officials or employees while in the performance of their official duties, except the City shall not indemnify, but shall defend any municipal officer, elected official or employee from any claim made by an individual, partnership or corporation wherein the claim alleges that the municipal officer, elected official or employee acted intentionally, maliciously or wantonly and further, shall not indemnify or cause to defend the officials or employees where the claim is directly or indirectly related to the negligent care or use of a vehicle as defined by the **Illinois Compiled Statutes**, and the City shall not indemnify any municipal officer, elected official or employee from any claim made by a municipal officer, elected official or employee.

Notwithstanding any other provisions of this Code, the City shall not indemnify or cause to defend any municipal officers, elected officials, or employees if the municipal officers, elected officials, or employees have liability insurance insuring the municipal officers, elected officials, or employees from the alleged claim; however, the City shall indemnify the municipal officer, elected official or employee the personal deductible limits of his personal policy. **(745 ILCS 10/2-201 et seq.)**

1-2-39 SALARIES REGULATION.

(A) **Elected.** No salary or compensation of any elected municipal officer who is elected for a definite term of office shall be increased or diminished during such term.

(B) **Appointed.** No salary or compensation of any appointed official who is appointed for a definite term of office shall be decreased during such term but may be increased.

(65 ILCS Sec. 5/4-6-1 and 5/4-6-2)

EDITOR'S NOTE: The salary of appointed officials and employees may be established in the budget ordinance or annual budget. The salary of elected officials must be established in an ordinance other than the budget ordinance at least **one hundred eighty (180) days** before the beginning of the terms of the officers whose compensation is to be filed.

1-2-40 **OFFICIAL RECORDS.** All official records, including the Corporate Seal, shall be kept in the City Hall.

1-2-41 **FEDERAL OLD AGE AND SURVIVOR'S INSURANCE SYSTEM.**

(A) **Eligible employees** shall mean all employees of the City, eligible under the Federal Act, except persons elected to office by popular election and also the City Treasurer and City Attorney.

(B) **Withholdings** from salaries or wages of employees for the purpose provided in sections hereof are hereby authorized to be made in the amounts and at such times as may be required by applicable State or Federal laws or regulations and shall be paid quarterly.

1-2-42 **CERTIFICATES OF INSURANCE.** All contractors and sub-contractors doing work for the City shall first provide a Certificate of Insurance indicating Worker's Compensation and Employers' Liability coverage and the policy limits for such coverage.

1-2-43 **DISPOSITION OF SURPLUS PERSONAL PROPERTY.**

(A) From time to time, the Mayor and the Commissioner of Public Property shall review the personal property of the City for the purpose of determining whether there is any surplus property that is no longer of valuable or necessary use to the City.

(B) Upon the written determination in the discretion of the Mayor and the Commissioner of Public Property that an item of personal property is surplus, each of them shall report such determination to the entire Council at least **five (5) business days** prior to any intended disposition of such property. Unless action is taken by the Council, the Mayor and the Commissioner of Public Property shall be authorized to sell the designated surplus property. The manner of sale of the surplus property shall be upon such terms and conditions as are deemed by the Mayor and the Commissioner of Public Property to be in the best interests of the City.

(C) The Mayor and the Commissioner of Public Property are hereby authorized to take such actions and to execute such documents as they deem necessary or advisable to affect the sale of any such designated surplus property in a commercially reasonable manner by either public or private sale. The terms and conditions of such sale shall be reported to the Council no later than its next regular meeting.

1-2-44 **CLAIMS.**

(A) **Presentation.** All claims against the City for goods purchased, damages, or originating in any other way, except for claims for salaries and other allowances that are fixed by ordinance **must be presented on or before the first Tuesday of each month** to the City Clerk. All such claims must be in writing and items shall be specified.

(B) **Exception.** This Section does not prohibit the City Council from passing on any claims not previously presented to the City Clerk if, in the opinion of the Council, justice to the claimant requires it.

1-2-45 YEAR DEFINED.

(A) **Fiscal Year.** The fiscal year of the City shall begin on **May 1st** of each year and end on the following **April 30th**. (**Fiscal Year Defined: 65 ILCS 5/1-1-2**)

(B) **Municipal Year.** The municipal year of the City shall begin on **May 1st** of each year and shall end on **April 30th** of the following year.

1-2-46 EXPENSE REIMBURSEMENT POLICY.

(A) **Definitions.**

(1) **"Entertainment"** includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment for amusement, unless ancillary to the purpose of the program or event.

(2) **"Public Business"** means expenses incurred in the performance of a public purpose which is required or useful for the benefit of the City to carry out the responsibilities of City business.

(3) **"Travel"** means any expenditure directly incident to official travel by employees and officers of the City involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

(B) The City shall only reimburse the following types of travel, meal, and lodging expenses incurred by its employees and officers up to the following maximum allowable amounts. See **Appendix "D"** which follows this Chapter.

(C) No reimbursement of travel, meal or lodging expenses incurred by a City employee or officer shall be authorized unless the "Travel, Meal, and Lodging Expense Reimbursement Request Form," attached hereto and made a part hereof, has been submitted and approved. All documents and information submitted with the form shall be subject to disclosure under the Freedom of Information Act (**56 ILCS 140/1 et seq.**).

(D) Expenses or travel, meals, and lodging of (1) any officer or employee that exceeds the maximum reimbursement allowed under the regulations adopted under paragraph (B) of this Section or (2) any member of the corporate authorities of the City may only be approved by roll call vote at an open meeting of the corporate authorities of the City. However, in the event of an emergency or other extraordinary circumstances, the corporate authorities may approve more than the maximum allowable expenses set forth above.

(E) The City shall not reimburse any elected official, employee, or officer for any activities which would be considered entertainment. Activities which would otherwise be considered entertainment, but which are excluded from the prohibition on reimbursement due to being ancillary to the purpose of the program or event, may be reimbursed in accordance with the provisions of this Section.

(Ord. No. 2016-11; 12-20-16)

1-2-47 ILLINOIS MUNICIPAL RETIREMENT FUND.

(A) The City does hereby elect to exclude from participation in the Illinois Municipal Retirement Fund all officials and employees positions normally requiring performance of duty for less than **one thousand (1,000) hours** per year.

(B) This exclusion shall apply only to officials and employees who first occupy offices or positions under the Fund after adoption of this Section.

(Res. No. 98-57)

1-2-48 - 1-2-49 RESERVED.

ARTICLE III – APPOINTED OFFICIALS

DIVISION I – CITY CLERK

1-3-1 OFFICE ESTABLISHED.

(A) There is hereby created the office of City Clerk who shall fill the duties statutorily provided for a City Clerk, City Treasurer, and Utility Collector of the City. The City Clerk shall be appointed in accordance with **Section 1-2-13** of this Code. The title of the person appointed to this office in this Code shall be that of City Clerk. The City Clerk shall perform all of the duties pertaining to each of the offices as prescribed by this Code, the Statute of the State of Illinois as required for City Clerks, City Treasurers, and shall also keep such additional records and books of account as may be prescribed by the Council or by the Commissioner of Accounts and finances.

(B) The City Clerk in performing those duties pertaining to the keeping of the records of the City Council, the keeping of the other administrative records of the City of Anna shall be responsible to the Mayor. The City Clerk when fulfilling those duties involved with the finances of the City, to include Utility Collector, shall be responsible to the Commissioner of Accounts and Finances.

(C) The person so appointed Clerk, Treasurer and Utility Collector shall, before entering upon the duties of the offices, execute a bond to the City in the amount of **One Hundred Thousand Dollars (\$100,000.00)**, conditioned for the faithful performance of the duties of the office and the payment of all monies that may be received by him, according to law and this Code. **All references to Clerk, Treasurer and/or Collector shall hereinafter be referred to as "Clerk" unless otherwise provided by law.**

1-3-2 DUTIES AS CITY CLERK.

(A) **Minutes; Notices.** The Clerk shall attend all meetings of the City Council and shall keep in a suitable book to be styled "**The Record of the City Council,**" a full and faithful record of its proceedings. He shall issue and cause to be served upon all members notices of all special meetings of the Council.

(B) **Delivery of Papers.** The Clerk shall, without delay, upon the adjournment of each meeting of the Council, notify and upon demand, shall deliver to the officers of the City, copies of all petitions, communications, reports, resolutions, orders, claims and other papers referred by the Council.

(C) **Official Papers.** The Clerk shall prepare all commissions, licenses, permits and other official documents required to be issued by him under the laws and ordinances of the City, and shall attest the same with the corporate seal; and he shall, in like manner, attest all deeds for the sale of real estate owned and conveyed by this City.

(D) **Record of Elections and Appointments.** The Clerk shall keep a record of the election or appointment and confirmation of all officers of the City, showing the date of confirmation or election, the date of commission, and the date of death, resignation, removal, or expiration of term of office.

(E) **Records to Successor.** The Clerk shall carefully preserve in the office, all books, records, papers, maps, and effects of every description belonging to the City or pertaining to his office, and not in the actual use and possession of other City officers, and upon the termination of his service in office, shall deliver all such books, records, papers, and effects to his successor in office.

(F) **Books; Examination.** The Clerk shall, under the direction of the Commissioner of Accounts and Finances, keep a complete set of books, in which, among other things, shall be set forth the budget of the fiscal year for each distinct object and branch of expenditures and also the receipts from each source of revenue, so far as he can ascertain the same. The books and all contracts, bonds, deeds, warrants, vouchers, receipts, and other papers kept in his office shall be subject to the examination of the Mayor or members of the Council.

(G) **Warrants; Record.** The Clerk shall keep in a suitable book an accurate list of all warrants (checks) drawn, showing the date, number and amount of each and the name of the person in whose favor drawn. All checks drawn shall be signed by the Treasurer and countersigned by either the Mayor or the Commissioner of Accounts and Finance and shall specify therein the particular fund or

budget in which the same is chargeable, and the person to whom payable, and no money shall be otherwise paid than upon such checks so drawn.

(H) **Accounts.** The Clerk shall keep a detailed account of the City revenue and of each separate fund, crediting the same with all receipts or budgets and charging it with all warrants drawn thereon, and he shall charge each warrant to the fund and budget against which it is drawn. He shall also keep an accurate account of all debts due from or owing to the City, and shall keep a book in which he shall enter a correct list of all notes or other obligations given by or payable to the City, with the date thereof, the person to whom or by whom payable, the rate of interest, the time and manner in which the principal and interest are payable, and such other particulars as may be necessary to the full understanding thereof.

(I) **Budget Exhausted.** Whenever any fund or budget is exhausted, the Clerk shall, without delay, notify the Council thereof, and he shall not thereafter draw any warrant against such fund or budget until the same shall be renewed.

(J) **Balance to General Fund.** It shall be the duty of the Clerk to transfer and place to the credit of the General Fund, all unexpended balances of budgets of the former year remaining at the time that the annual budget bill of each year goes into effect. No such transfer shall be made or disposition ordered of any trust fund, or any fund arising from special assessment or special taxation, nor in cases where contracts have been made or liabilities incurred on account of any such funding, and remain uncompleted or unpaid at the time the appropriation bill goes into effect, nor of any fund created for any purpose or for the payment of any liability exclusively provided for by taxation, nor Water, Gas and Sewer Departments funds which, by law, shall not be transferred.

(K) **Public Improvements.** The Clerk shall keep in his office a correct list of all local or public improvements ordered by the Council and let under contract by the City. All contracts and specifications therefor made by authority of the Council or by any officer of the City pursuant thereto, in relation to such improvements, shall be filed in the Clerk's office.

(L) **Monthly Report to Council.** The Treasurer shall report in writing to the Council at the second regular meeting each month, an itemized statement of all monies received, the account whereon collected, and a classified summary of all expenditures during the preceding month. The report shall also show the exact condition of each fund or budget, the total amount which has been used or expended thereof and the balance, if any, which is subject to be used or drawn.

(M) **Official Papers.** The Clerk shall exercise a general supervision over all the officers of the City charged in any manner with the receipt, collection or disbursement of City revenues, and the collection and return of all such revenues into the City Treasury. He shall have the charge, custody and control of all deeds, leases, warrants, contracts, bonds, obligations, vouchers, books, and papers of every kind, the custody of which is not by law or this Code given to any other officer.

(N) **Annual Estimates.** The City Clerk shall, on or before **May 15th** or as soon thereafter as possible, submit to the Council a report of his estimates as near as may be of the monies necessary to defray the expenses of the City during the current fiscal year, classifying the different objects and giving as nearly as may be the amounts required for each and for this purpose, the Clerk is authorized to require of the City officers their statements of the condition and expenses of their respective departments; also for proposed improvements and the probable expense thereof, and also of the contracts already made and unfinished. He shall show the aggregate income of the preceding fiscal year from all sources, the amount of any unexpended budget of the preceding year, the amount of liabilities outstanding upon which interest is to be paid, and of the bonds and City debts payable during the year, when due and when payable, and shall also embody in such report such matters as by law or ordinance are required, so that the Council may fully understand the many exigencies of the City for the current year.

(O) **Annual Report.** The Clerk shall, between the **first (1st)** and **tenth (10th)** days of **April** in each year, make out and file with the Commissioner of Accounts and Finances, an annual report giving a detailed statement of all the receipts and revenues of the City during the preceding fiscal year. The report shall also detail the resources and liabilities of the City, the conditions of all unexpended budgets and unfulfilled contracts, the balance of money then remaining in the Treasury, with all sums due and outstanding; a list of all real estate owned by the City, and the amount per year received as rent for the same; the names of all persons who may have become defaulters to the City and the amount of such default; and all other matters necessary to exhibit the true financial

condition of the City. The report, when examined and approved by the Council, shall be published as a part of the records of the next meeting of the Council.

(P) **Other Duties.** The Clerk shall perform all such other and further duties pertaining to his office as are or may be imposed upon him by law or ordinance or by direction of the Council.

(Q) **Deputy.** The City Council by and with the consent of the Mayor may appoint **one (1)** or more deputy clerks to act under the supervision of the City Clerk to perform such of the duties as the City Clerk may direct and at such salary as the Council approves. The City Clerk shall be responsible for supervising the actions of such deputy clerks. In the case of the temporary absence or disability of the City Clerk, the Clerk may appoint a deputy clerk to act until the next regular meeting of the Council and shall be empowered to perform the duties of the City Clerk.

(R) **Bookkeeping; Payroll.** The Clerk shall keep his books and accounts in such a manner as to show with accuracy all monies received and disbursed by him for the City, stating from whom and on what account received, and to whom and on what account paid out, and in such a way that the books and accounts may be readily investigated and understood, and the books and accounts and all files and papers of his office shall be, at all times, open to examination by the Mayor or the Commissioner of Accounts and Finances of the Council.

The Clerk shall prepare the City payroll for all persons who come under budgets for salaries.

(In Part Ord. No. 92-1; 02-04-92)

1-3-3 ANNUAL ACCOUNTS; PREPARATION AND FILING; CONTENTS; PUBLICATION. Within **six (6) months** after the end of each fiscal year, the Clerk shall annually prepare and file with the City Council an account of monies received, and expenditures incurred during the preceding fiscal year as specified in this Section. The Treasurer shall show in such account the following:

(A) All monies received by the municipality, indicating the total amounts in the aggregate received in each account of the municipality with a general statement concerning the source of such receipts; provided, for the purpose of this subsection, the term **"account"** shall not be construed to mean each individual taxpayer, householder, licensee, utility user or such other persons whose payments to the municipality are credited to a general account; and

(B) Except as provided in paragraph (C) of this Section, all monies paid out by the municipality where the total amount paid during the fiscal year exceeds **Two Thousand Five Hundred Dollars (\$2,500.00)**, giving the name of each person to whom paid, on what account paid, and the total amount in the aggregate, paid to each person from each such account; and

(C) All monies paid out by the municipality as compensation for personal services, giving the name of each person to whom paid, on what account paid, and the total amount in the aggregate paid to each person from each such account; and

(D) A summary statement of operations for all funds and account groups of the municipality, as excerpted from the annual financial report as filed with the appropriate State agency of the State of Illinois.

Upon receipt of such account from the Clerk, the Clerk shall publish the account at least once in **one (1)** or more newspapers published in the municipality. **(See 65 ILCS Sec. 5/3.1-35-65)**

[NOTE: The Clerk shall file a copy of the report with the County Treasurer as provided in Sec. 5/3.1-35-70 of Chapter 65 of the Illinois Compiled Statutes.]

1-3-4 DEPOSIT OF FUNDS.

(A) **Designation by Council.** The Clerk is hereby required to keep all funds and moneys in his custody belonging to the City in such places of deposit as have been designated by this Section. When requested by the Clerk, the corporate authorities shall designate a bank or banks in which may be kept the funds and moneys of the City in the custody of the City Officials. When a bank has been designated as a depository, it shall continue as such depository until **ten (10) days** have elapsed after a new depository is designated and has qualified as provided by law. When a new depository is

designated, the corporate authorities shall notify the sureties of the Clerk of that fact in writing at least **five (5) days** before the transfer of funds.

(B) **Qualifications of Bank.** No bank shall be qualified to receive City funds or moneys until it has furnished the corporate authorities with copies of the last **two (2)** sworn statements of resources and liabilities which the bank is required to furnish to the Auditor of Public Accounts or to the Comptroller of Currency. Each bank designated as a depository for such funds or moneys shall, while acting as such depository, furnish the corporate authorities with a copy of all statements of resources and liabilities which it is required to furnish to the Auditor of Public Accounts of the State of Illinois.

(C) **Discharge from Responsibility.** The Clerk and the aforementioned officials shall be discharged from responsibility for all funds or moneys which they deposit in a designated bank while the funds and money are so deposited. If City funds or moneys are deposited in a designated bank, however, the amount of such deposits shall not exceed **seventy-five percent (75%)** of the banks or savings and loan association's capital stock and surplus, and the Treasurer shall be responsible for funds or moneys deposited in the bank(s) in excess of this limitation.

(D) **Investments.** The Clerk is hereby authorized to invest surplus funds or reserve funds of the City in the following types of investments:

- (1) General obligation securities of the United States of America or of the State of Illinois.
- (2) Certificates of Deposit and Time Deposits in any bank where such investments are insured by the Federal Deposit Insurance Company.
- (3) Money Market Accounts.
- (4) Short term discount obligations of the Federal National Mortgage Association.
- (5) The following banks and/or Savings and Loan Associations are hereby designated as places of deposit where the Treasurer is required to keep all funds and moneys in his custody belonging to this municipality:
 - (a) Anna State Bank, Anna, IL
 - (b) Anna Jonesboro National Bank, Anna, IL
 - (c) Southern Bank, Anna, IL (**Ord. No. 2022-27; 11-15-22**)

1-3-5 - 1-3-7 RESERVED.

DIVISION II - CITY ATTORNEY

1-3-8 POSITION ESTABLISHED. There is hereby created the office of City Attorney shall also serve as Corporation Counsel. The term of the office shall be for four (4) years and until his successor shall be appointed and qualified. The City Attorney shall have full charge of the law affairs of the City and shall receive reasonable fees for services rendered.

1-3-9 PROSECUTE FOR CITY. The City Attorney shall prosecute or defend on behalf of the City, in all cases in which the interests of the corporation or any officer thereof are involved; and the City Clerk shall furnish him with certified copies of any ordinance, bond or paper in his keeping necessary to be filed or used in any suit or proceedings.

1-3-10 PREPARATION OF ORDINANCES. He shall, when required, advise the Council or any officer in all matters of law in which the interests of the corporation are involved, and he shall draw such ordinances, bonds, forms, and contracts, or examine and pass upon the same, as may be required of him by the Mayor, the Council, or any committee thereof.

1-3-11 JUDGMENTS. He shall direct executions to be issued upon all judgments recovered in favor of the City, and he shall direct their prompt service. He shall examine all the bills of the officers of courts, and of other officers of the law, and shall certify to their correctness and the liability of the City, therefore.

1-3-12 DEPARTMENT ADVISOR. He shall act as the legal advisor for the Water and Sewer Departments, for the Plan Commission and he shall perform the legal services required of the Departments and/or Boards and Commissioners.

1-3-13 VIOLATIONS OF ORDINANCES. He shall institute and prosecute an action in every case of violation of a City ordinance when instructed to do so by the Mayor or the City Council.

1-3-14 PROSECUTION OF SUITS. He shall not be required to prosecute any suit or action arising under the ordinances of the City when, upon investigation of the same, he shall become satisfied that the complaint was instituted maliciously, vexatiously, or without just cause; and he shall dismiss or discontinue any such suit or proceeding upon such terms as he may deem just or equitable.
(65 ILCS 5/3.1-30-5)

1-3-15 - 1-3-16 RESERVED.

DIVISION III - CITY ENGINEER

1-3-17 APPOINTMENT. The Mayor with the advice and consent of the City Council **may** appoint the City Engineer.

1-3-18 OATH. Before entering upon the duties of his office, he shall take the oath prescribed by law for all City officers.

1-3-19 MAPS, PLATS AND RECORDS. The City Engineer shall keep accurate maps, plats and records of all public works, lands or property owned by the City.

1-3-20 DUTIES. He shall advise the Council on all engineering matters referred to him and shall perform such duties as are provided by law or ordinance, and in addition thereto, such other duties as from time to time may be imposed upon him by the Council.

He shall, from time to time as required by the Council, make reports regarding public improvements, repairs of streets, bridges and sidewalks, or such other work as the Council may request, and shall make such suggestions to the City Council, regarding the same, as shall, in his judgment, seem best and proper.

1-3-21 RESERVED.

DIVISION IV – CITY ADMINISTRATOR

1-3-22 CREATION OF OFFICE. The office of City Administrator is hereby created.

1-3-23 APPOINTMENT AND QUALIFICATIONS. The City Administrator is appointed by the Council upon the basis of qualifications including formal education in the nature of a baccalaureate degree from an accredited college or university with concentration in public administration, government, political science, business administration, or related fields, and experience in the nature of at least **two (2) years** work in management, either in private business, or local governmental administration, or administrative or management work in state or federal government, and must reside within the corporate boundaries of the City within **one (1) year** after the commencement of employment.

1-3-24 TENURE. The office of City Administrator is deemed and declared to be a public office within the meaning of Federal and State Constitutional, Statutory, or Common Law and City Ordinance No. 95-6 determining the principles for pre-termination due-process procedures and requirements for just-cause termination of employment, and the City Administrator shall hold public office as defined in said Ordinance according to the terms and provisions thereof, which by this reference thereto are hereby incorporated herein, and the office of City Administrator hereby is designated as one of the public offices to which Ordinance No. 95-6 refers, in lieu of the office of General Administrative Employee referred to therein.

1-3-25 CONTRACT OF EMPLOYMENT. The employment contract between the City and the City Administrator shall provide for annual salary and benefits including health insurance, retirement insurance, vacation and medical time, and vehicle use, which may be reduced during the term of employment only in percentage parity with any equal reduction in the salary or benefits of all other management-level employees.

1-3-26 POWER, DUTY, AND RESPONSIBILITY. The powers, duties, and responsibilities of the City Administrator are:

(A) Generally to exercise all of the powers and perform all of the duties and responsibilities usually and customarily exercised and performed by the Chief Executive Officer of a business corporation, subject to laws of the United States and the State of Illinois, and the Ordinances and Resolutions of the Council and Executive Session, except and to the extent limited, extended, and/or particularized hereinafter in this Section;

(B) To perform the duties of City Clerk described in **Section 1-3-2** of this Chapter, being (a) keeping in the corporate seal and all papers belonging to the City, the custody and control of which are not given to other officers, (b) attending all meetings of the Council and keeping a full record of its proceedings in a journal and preparing minutes of the proceedings of each meeting and presenting such minutes to the regular meeting of the Council next following the meeting at which the proceedings were had, (c) affixing the corporate seal to any official documents of the City bearing the signature of the Mayor or any Commissioner to attest to the authenticity of the signature, and (d) certifying under corporate seal copies of any and all papers duly filed in the Office of the City Clerk, transcripts from journals, and other records and files from the Clerk's office, for the purpose of attesting to the authenticity of any such documents;

(C) To perform the duties of a City Comptroller as prescribed in **Section 1-3-4** of this Chapter, being all of the provisions of the Code relating to the powers and duties of a City Clerk in connection with the finances of the City, the City Collector, and the receipt and disbursements of the City's money and funds;

(D) To perform the duties of a Deputy Treasurer as prescribed in this Chapter, including the powers and duties set forth in this Code, except to the extent any of those duties are specifically delegated to the Treasurer by Ordinance or by the Code;

(E) To exercise the powers and perform the duties of a City Collector as prescribed by this Chapter;

(F) To exercise the powers and perform the duties of a Budget Officer as prescribed by this Code, including (1) the establishment and use of an efficient planning, budgeting, auditing, reporting, accounting, and other fiscal management procedures throughout the City Government, (2) compilation of an annual budget in accordance with this Code, (3) examination of all books and records of all municipal departments, commissions, and boards which relate to the monies received by the City, City departments, commissions, and boards, and paid out by the City, City departments, commissions, and boards, debts and accounts receivable, amounts owed by or to the City, or to any City department, commission, or board, (4) obtaining such additional information from each Operational Department Head, supervisor, manager, or subordinate personnel, or any employee as may be useful for the purpose of compiling a municipal budget, such information to be furnished in the form required by the Budget Officer, and (5) to establish and maintain such procedures as shall ensure that no expenditure is made by any official, Operational Department Head, or any other employee, except as authorized by the budget, and (6) to cause to be prepared and presented to the Council at its second regular meeting each month a financial report showing the financial position of the City as of the end of the preceding month;

(G) To perform the duties of a Purchasing Agent as authorized by this Code with the duties and responsibilities of supervising the purchase of supplies of and for the entire administration of government and each statutory and Operational Department thereof, and in the event the Council authorizes the purchase of any capital asset, the establishment of bid documents and procedures, the solicitation of bids, and any other duties specifically assigned by the Council or Executive Session in connection with the purchase of services, merchandise, goods, supplies, equipment, etc., for the City; provided, that the City Administrator may make, cause to be made, or contract for, and/or prescribe written policies for Department Heads to make, cause to be made, or contract for purchase of any personal service or the purchase of any one item of property in an amount of funds not in excess of **Two Thousand Five Hundred Dollars (\$2,500)**, which, in the discretion of the City Administrator, is necessary or appropriate for the efficient and economical conduct of the business of the City and is within the then-current budget;

(H) Except (1) as limited by Collective Bargaining Agreements with respect to employees in Bargaining Units and by management contracts with certain Operational Department Heads, (2) for matters or decisions within the purview of the professional or specific expertise or training of any Operational Department Head, supervisor, or any employee, and (3) as otherwise limited by the Council by Ordinance or Resolution or by direction in Executive Session, to supervise, make, and communicate orders and directions pertaining to the performance of each Operational Department Head, any subordination thereof, and each employee thereunder, with respect to the conduct and operation of the business of the City;

(I) Subject to the terms of any relevant Collective Bargaining Agreement or other written contract between the City and any employee, and subject to the just-cause provisions of any applicable Ordinance, and with the approval of the Executive Session or pursuant to any Employee Handbook or Employment Guidelines from time to time in effect, to act for and on behalf of the City, to enter into a contract for employment, or to terminate a contract of employment with any employee of the City; provided, that the City Administrator may and is hereby authorized, without the prior approval of the Council, during the interim period between regularly-scheduled Council meetings, to suspend any employee of the City from that employee's work assignment and appearance at work, when in the discretion of the City Administrator the gravity or seriousness of the reason for suspension makes it necessary for the best interest of the City that immediate suspension occur;

(J) To exercise general supervision and control over property of the City;

(K) To report to the Executive Session all matters requiring attention in any department, and upon request of the Executive Session, the Mayor, or any Commissioner, shall investigate and inquire into any complaint or event involving or pertaining to the City;

(L) To enter into on behalf of the City oral or written personal service contracts for professional services where necessary or appropriate to enable the City Administrator to carry out the powers and duties hereinabove prescribed.

(Ord. No. 95-8; 07-06-95)

1-3-27 - 1-3-29 RESERVED.

DIVISION V – ZONING INSPECTOR

1-3-30 CREATION OF POSITION. There is hereby created the position of Zoning Inspector. The Zoning Inspector shall be appointed with the advice and consent of the City Council. The Zoning Inspector shall also serve as the building inspector and flood plain inspector. Additional duties shall be outlined in the zoning inspector's job description and may be amended from time to time by the City Council.

1-3-31 DUTIES. The Zoning Inspector or his authorized representative shall administer and enforce the Zoning Code, as amended from time to time and is in effect, in accordance with the powers and duties therein set forth, and in furtherance of such activity shall:

(A) Issue all Building Permits and Zoning Certificates and make and maintain records thereof.

(B) Issue all Certificates of Occupancy and make and maintain records thereof.

(C) Issue Building and Zoning Occupancy Permits as authorized by the Zoning Code.

(D) Conduct inspections of buildings, structures, and land to determine compliance with the Zoning Code and to notify in writing the person responsible for any violation found, indicating the nature of the violation and ordering the action necessary to correct it.

(E) Order the discontinuance of illegal use of land, buildings or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes, discontinuance of any illegal work being done; or shall take any other action authorized by statute or by the Zoning Code to ensure compliance with or to prevent violation of the provisions.

(F) Prepare and cause to be published on or before **March 31st** of each year, a map showing the existing zoning uses, divisions, restrictions, regulations, and classifications in effect on the preceding **December 31st**.

(G) Maintain permanent and current records of the Zoning Code, including, but not limited to, all maps, amendments, special use permits, planned building developments, variances, appeals, and applications therefor.

(H) Provide and maintain a source of public information relative to all matters arising out of the Zoning Code.

(I) Receive, file, and forward to the Zoning Board, all applications for amendments, use variances and special permits, and other matters upon which the Zoning Board is required to act under the Zoning Code.

(J) Receive, file, and forward to the Zoning Board of Appeals all applications for variance, appeals, and other matters upon which the Zoning Board of Appeals is required to act under the Zoning Code.

(K) Keep the City Council advised of zoning activities by written report once each month, including statements of permits and certificates issued and orders promulgated.

(L) The Zoning Inspector may request and shall receive so far as may be necessary in the discharge of his duties, the assistance and cooperation of the Chief of Police in enforcing orders, of the City Attorney in prosecuting violators, and of other City officials and officers.

(M) The Zoning Inspector shall perform other duties as a Code Enforcement Officer as prescribed by Laws and the City Code and as may be specifically assigned to him or her by the City Council. Such Laws and Code may include, but not be limited to, the Manufactured Home Code, Subdivision Code, and any Building Codes as adopted and amended from time to time by the City Council.

1-3-32 - 1-3-33 RESERVED.

DIVISION VI – PUBLIC WORKS MANAGER

1-3-34 APPOINTMENT – TERM: CONTRACT. The Public Works Manager shall be appointed by the Commissioner of Public Health and Safety with the advice and consent of the City Council. The employment contract between the City and the Public Works Manager shall provide for annual salary and benefits including health insurance, retirement insurance, vacation and medical time, and vehicle use, which may be reduced during the term of employment only in percentage parity with any equal reduction in the salary or benefits of all other management-level employees.

1-3-35 DUTIES OF THE MANAGER. It shall be the duty of the Manager to protect the Departments from unnecessary damage or loss and keep the Departments in good running order and repair. He shall superintend and direct all work pertaining to the future extension of the Departments and all repairs upon the same of every kind and nature; subject, however, to the advice and approval of the Mayor and City Council. He shall keep a correct map or profile of all the mains now or hereinafter laid in the City on file in his office with their dimensions, locations and connection, hydrants, and cut-offs. He shall keep just true and correct books of accounts in such a manner as at all times to show the true condition and state of business of his said office. Such books shall at all times be subject to inspection by the City Council. He shall deliver such books of account, maps, and profiles, to his successor in office. He shall also perform such other duties as shall be encumbered upon him. He shall, at all times, and in all things, pertaining to the management and care of the Departments, be subject to and work in conformity with instructions of the Mayor and City Council and this Code.

1-3-36 IMPLEMENTS; MATERIALS. The Public Works Manager shall procure the necessary implements for the Departments, but he shall purchase no implement or material without making a written requisition to the City Council and obtaining his order therefor pursuant to Chapter 12 – Finance.

1-3-37 EXPENDITURES. The Manager shall keep in a suitable book and in such manner as may be required by the City Council, a plain and accurate account of all expenditures made under his supervision, specifying to whom and for what purpose made. He shall examine all accounts of contractors and other persons for work pertaining to his Departments, or for implements or materials furnished therefor, and if correct, shall certify the same to the City Council for payment.

1-3-38 REPORT TO ADMINISTRATOR. The Manager shall promptly report to the City Administrator all violations of ordinances in relation to the Departments which may come to his notice. He shall carry into effect all such orders, as he may receive from the City Council or the City Administrator.

1-3-39 REPORTS.
(A) Monthly Report. The Manager shall at the first meeting of the City Council in each month, give a statement of his transactions during the term. The amount and the kind of work which has been performed, the quality and price of all materials furnished, the names of all persons who have performed labor and the number of days each has worked. No account presented or certified by him shall be allowed, or warrant issued thereon, unless it shall clearly appear thereon to what account or budget each item is chargeable.

(B) Annual Report. The Manager shall annually, prior to the commencement of the fiscal year, prepare and present to the City Council a report summarizing the work done in the Departments for the year, an estimate of expenses for the forthcoming year, and his recommendations on other future expenditures, together with such other information and suggestions as he may deem proper.

1-3-40 COMPENSATION. Compensation for the Manager shall be at a rate determined by the City Council in the annual budget and shall be payable out of the appropriate funds.

1-3-41 OTHER EMPLOYEES. The Commissioner of Public Safety shall have the authority to appoint all other employees necessary for the proper operation and management of the Departments, subject to the approval of the City Council.

DIVISION VII – CODE ENFORCEMENT OFFICER

1-3-42 DUTIES. The Code Enforcement Officer performs enforcement of land use ordinances, housing and building codes and other related code provisions; performs a variety of field and office work in support of the City's Code Compliance Program; issues administrative citations; obtains and executes inspection warrants, may present reports and/or recommendations to the City Council and occasionally appears at administrative hearings and courts of law; writes a variety of inspection reports and makes compliance recommendations to the City Administrator.

Essential job functions:

- (A) Performs field inspections and office duties ensuring compliance with the City's land use, housing, zoning, abatement, dangerous buildings codes and sections of the Municipal Code as may be directed.
- (B) Performs field surveys and investigates complaints of possible code and ordinance violations.
- (C) Contacts property and business owners to schedule and conduct onsite inspections.
- (D) Advises violators of ordinance requirements and seeks to gain voluntary compliance.
- (E) Takes photographs and gathers all pertinent facts from the parties involved.
- (F) Issues notices of violations and citations.
- (G) Maintains records of inspections and enforcement efforts; prepares required documentation for administrative and legal actions.
- (H) Testifies in administrative and court proceedings regarding code violations; performs follow-up actions as needed to ensure compliance.
- (I) Confers with related agencies and City departments on disposition of complaints and code violations.
- (J) Prepared detailed and specialized reports and correspondence related to code enforcement inspections, violations and other activities.
- (K) Provides the public with information regarding land use, zoning, building and housing code regulations.
- (L) Promotes and maintains safety in the workplace.
- (M) Performs related duties as assigned.

ARTICLE IV - SALARIES

1-4-1 **ESTABLISHED.** The Mayor and the City Commissioners shall be paid as compensation for their services salary, payable monthly as the Commissioners shall determine, in the sum hereinafter set forth opposite the designated office:

(A) **Department of Public Affairs.** Mayor: **Seven Hundred Fifty Dollars (\$750.00)** per month.

(B) **Department of Accounts and Finance.** Commissioner: **Five Hundred Dollars (\$500.00)** per month.

(C) **Department of Public Health and Safety.** Commissioner: **Five Hundred Dollars (\$500.00)** per month.

(D) **Department of Streets and Public Improvements.** Commissioner: **Five Hundred Dollars (\$500.00)** per month.

(E) **Department of Public Property.** Commissioner: **Five Hundred Dollars (\$500.00)** per month.

(Ord. No. 90-2; 02-06-90)

(65 ILCS Sec. 5/4-6-1)

[ED. NOTE: The salaries of elected officials who hold elective office for a definite term shall neither be increased nor diminished during that term and shall be fixed at least one hundred eighty (180) days before the beginning of the terms of the officers whose compensation is to be filed.

The ordinance fixing compensation for members of the corporate authorities shall specify whether those members are to be compensated (i) at an annual rate or, (ii) for each meeting of the corporate authorities actually attended if public notice of the meeting was given.]

ARTICLE V – MEETING PROTOCOLS**DIVISION I - RECORDING CLOSED MEETINGS**

1-5-1 RECORDING CLOSED SESSIONS. The City shall keep a verbatim record of all closed or executive session meetings of the corporate authorities of the City or any subsidiary “public body” as defined by the Illinois Open Meetings Act, **5 ILCS 120/1**. The verbatim record shall be in the form of an audio or video recording as determined by the corporate authorities. **(See 5 ILCS 120/2)**

1-5-2 RESPONSIBILITY FOR RECORDING CLOSED SESSIONS AND MAINTAINING RECORDINGS. The City Clerk or his or her designee shall be responsible for arranging for the recording of such closed or executive sessions. In the absence of the City Clerk or his or her designee, the meeting Chair will arrange for the audio or video recording of the closed or executive session of the City Council. Each subsidiary public body of the City shall designate an individual who will be responsible for the recording of any and all closed or executive sessions of the subsidiary body and for providing the City Clerk with a copy of such recording. The City Clerk, or his or her designee, shall securely maintain the verbatim recordings of all closed sessions of the corporate authorities of the City and all subsidiary public bodies of the City.

1-5-3 CLOSED SESSION MINUTES. In addition to the recordings of the closed and executive session as addressed in this Division, the City will keep minutes of all closed meetings in accordance with the requirements of the Open Meetings Act, **5 ILCS 120/2.06**.

1-5-4 PROCEDURE FOR RECORDING. At the beginning of each closed session, those present shall identify themselves by voice for the audio recording. If the meeting is videotaped, those present shall individually appear on camera and identify themselves by voice at the beginning of the closed session. The meeting Chair shall also announce the times the closed session commences and ends at the appropriate points on the recording.

1-5-5 BACK-UP EQUIPMENT/PROCEDURE FOR EQUIPMENT MALFUNCTION. The City shall maintain sufficient tapes, batteries, and equipment for the City to comply with this Division. The City Clerk or his/her designee shall periodically check the equipment to confirm that it is functioning. In the event that anyone present at a closed session determines that the equipment is not functioning properly, the closed session will be temporarily suspended to attempt to correct any malfunction. In the event that an equipment malfunction cannot be corrected immediately, the closed session will terminate until such time as the closed session may proceed with a functioning recording device.

1-5-6 PROCEDURE FOR REVIEW OF CLOSED SESSION MINUTES AND RECORDINGS. At one meeting at least every **six (6) months**, the agenda shall include the item: “Review of the minutes and recordings of all closed sessions that have not yet been released for public review, and determination of which minutes, if any, may be released.” Minutes shall be reviewed in closed session and shall not be released unless the corporate authorities of the City find that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. As to any minutes not released, the corporate authorities shall find that the “need for confidentiality still exists” as to those minutes. Minutes of closed sessions shall be kept indefinitely.

1-5-7 MAINTENANCE AND PUBLIC RELEASE OF RECORDINGS AND ACCESS TO TAPES. The audio or video tape recordings of closed sessions shall be maintained for **eighteen (18) months** after the closed session and shall not be released to the public unless such release is

required by a court order or specifically authorized for release by a vote of the City Council. Members of the corporate authorities may listen to the closed session recordings in the presence of the City Clerk or his or her designee. Copies of such tapes will not be made or provided to anyone unless specifically authorized by vote of the City Council.

1-5-8 PROCEDURE FOR DESTRUCTION OF RECORDINGS. The City Clerk or his or her designee is hereby authorized to destroy the audio and video recordings of those closed sessions for which:

- (A) The corporate authorities of the City have approved the minutes of the closed sessions as to accurate content, regardless of whether the minutes have been released for public review;
- (B) More than **eighteen (18) months** have elapsed since the date of the closed session;
- (C) There is no court order requiring the preservation of such recording; and
- (D) The corporate authorities of the City have not passed a motion requiring the preservation of the verbatim recording of that meeting.

(In Part Ord. No. 2004-01)

1-5-9 - 1-5-10 RESERVED.

DIVISION II – REMOTE MEETING PARTICIPATION

1-5-11 STATUTORY AUTHORITY FOR PARTICIPATION. Pursuant to Public Act 94-1058 which amends the Open Meetings Act in **5 ILCS 120/7**, this municipality does hereby establish a policy that permits members of the corporate body to attend meetings by means other than physical presence.

1-5-12 DEFINITION OF MEETING. The term “meeting” shall mean “any gathering, whether in person or by video or audio conference, telephone calls, electronic means (such as, without limitation, electronic mail, electronic chat and instant messaging), or other means of contemporary interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business” or such other definition as shall be contained within the state statutes.

1-5-13 AMENDMENT OF PREVIOUS TERMS. The definition of “meeting” set forth in **Section 1-5-12** shall supersede and replace any other definition used in any previous or existing ordinance.

1-5-14 REMOTE PARTICIPATION POLICIES. The City hereby adopts the Remote Participation Policies, as outlined in Addendum “A” and in Addendum “C”, that permit a member of the public body to attend and participate in any meeting of a public body as defined in the Open Meetings Act from a remote location via telephone, video, or internet connection provided that such attendance and participation is in compliance with the policy and any applicable laws.

ADDENDUM "A"

ELECTRONIC ATTENDANCE REQUEST

I hereby request to electronically attend the meeting of the City of Anna, Illinois, on _____
_____, 20____, at _____ p.m.

I am eligible to participate electronically because of (check one):

- _____ (1) personal illness or disability
_____ (2) employment purposes or business of the public body
_____ (3) a family or other emergency

During the meeting, I will be at the following location:

and reachable at the following phone number: _____

Signature of Member

Date

OR

Request received by _____ phone _____ e-mail _____ fax _____ other

Signature of Clerk

Date

ADDENDUM "B"

REQUEST FOR AUXILIARY AID(S) AND/OR SERVICE(S)

NAME OF APPLICANT: _____

NAME OF COMPANION: _____

ADDRESS: _____

TELEPHONE: _____ CELL NO.: _____

DATE OF NEEDED AUXILIARY AID OR SERVICE: _____

SPECIFY AUXILIARY AID(S) AND/OR SERVICES REQUIRED: _____

DATE: _____ SIGNED: _____

Please keep in mind that pursuant to Section 1-2-21 that establishes rules governing the address of the City Council, all remarks must be kept to a maximum of five minutes, shall be addressed to the City Council, and shall not be disruptive to the business of the Council. The Mayor is empowered to remove individuals from any meeting should they fail to adhere to the rules regarding address of the Council.

(See Section 1-2-21(B))

ADDENDUM "C"

GOVERNMENTAL UNIT REMOTE ATTENDANCE POLICY DURING A DISASTER DECLARATION

(A) **Policy Statement.** It is the policy of the City that a member of any group associated with this unit of government which is subject to the provisions of the Open Meetings Act may attend and participate in any open or closed meetings of that Covered Group from a remote location via telephone, video, or internet connection during a disaster declaration, provided that such attendance and participation is in compliance with this policy and any other applicable laws.

(B) **Conditions.** An open or closed meeting subject to the Open Meetings Act may be conducted by audio or video conference, without the physical presence of a quorum of the members, so long as the following conditions are met:

- (1) the Governor of the State of Illinois or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the City is covered by the disaster area;
- (2) the Mayor determines that an in-person meeting or a meeting conducted under this policy is not practical or prudent because of the disaster;
- (3) all members of the body participating in the meeting, wherever their physical location, shall be verified and can hear one another and can hear all discussion and testimony;
- (4) for open meetings, members of the public present at the regular meeting location of the body can hear all discussion and testimony and all votes of the members of the body, unless attendance at the regular meeting location is not feasible due to the disaster, including the issued disaster declaration, in which case the City must make alternative arrangements and provide notice pursuant to the policy of such alternative arrangements in a manner to allow any interested member of the public access to contemporaneously hear all discussion, testimony, and roll call votes, such as by offering a telephone number or a web-based link;
- (5) at least one member of the body, chief legal counsel, or chief administrative officer is physically present at the regular meeting location, unless unfeasible due to the disaster, including the issued disaster declaration; and
- (6) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

(C) **Notice.** Except in the event of a bona fide emergency, **forty-eight (48) hours'** notice shall be given of a meeting to be held pursuant to this policy. Notice shall be given to all members of the Covered Group, shall be posted on the website of the City, and shall also be provided to any news media who has requested notice of meetings pursuant to subsection (a) of Section 2.02 of the Open Meetings Act. If the City declares a bona fide emergency:

- (1) Notice shall be given pursuant to subsection (a) of Section 2.02 of the Open Meetings Act, and the presiding officer shall state the nature of the emergency at the beginning of the meeting;
- (2) The City must comply with the verbatim recording requirements set forth in Section 2.06 of the Open Meetings Act.

(D) **Quorum.** Each member of the body participating in a meeting by audio or video conference for a meeting held pursuant to this policy is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

(E) **Record.** A Covered Group holding open meetings under this policy must also keep a verbatim record of all its meetings in the form of an audio or video recording. Verbatim records made under this paragraph shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06 of the Open Meetings Act.

(F) **Costs.** The City shall bear all costs associated with compliance with this policy.

ADDENDUM "D"

TRAVEL, MEAL, AND LODGING EXPENSE REIMBURSEMENT REQUEST FORM

Before an expense for travel, meals, or lodging may be approved under City of Anna Ordinance 2016-11, the following minimum documentation must first be submitted, in writing, to the corporate authorities of the City:

1. The name of the individual who received or is requesting the travel, meal, or lodging expense and the individual's job title or office.

Name of the Employee or Officer

Job Title/Office

2. The date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended. Please attach supporting documentation describing the nature of the official business event or program.

Name of Event or Program

Date(s) of Event or Program

Location of Event or Program

Purpose of Event or Program

3. An estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred. Please attach either (a) a document explaining the basis for your estimate if expenses have not yet been incurred or (b) receipts if the expenses have already been incurred.

You may also provide such other documentation as would assist the corporate authorities in considering your request for reimbursement. In the discretion of the corporate authorities, additional documentation relevant to the request for reimbursement may be required prior to action by the corporate authorities with respect to the reimbursement request.

Employee/Officer Signature

Date

(See Section 1-2-46)

ADDENDUM "E"

TRAVEL REIMBURSEMENT SCHEDULE

Mileage Category

Automobile

Rate

\$0.54 per mile

Per Diem Meal Category within the State of Illinois

Breakfast

Rate

\$6.00

Lunch

\$7.00

Dinner

\$17.00

Per Diem Day

\$29.00

Per Diem Meal Category Outside the State of Illinois

Breakfast

Rate

\$6.50

Lunch

\$6.50

Dinner

\$19.00

Per Diem Day

\$32.00

Lodging Within the State of Illinois

Chicago Metro

Rate

*Federal Rate

Suburban Cook County

\$132.00

Counties of DuPage, Kane, Lake, McHenry and Will

\$80.00

Downstate Illinois – All Other Counties

\$70.00

Lodging Outside the State of Illinois

District of Columbia (includes the cities of Alexandria, Falls Church, and Fairfax, the Counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges in Maryland)

Rate

See Section 3000.400(b) of the Travel Regulation Council Rules & Travel Update 07-03 for Clarification

New York City (includes the boroughs of the Bronx, Brooklyn, Manhattan, Queens & Staten Island; Nassau & Suffolk Counties)

\$100.00

All other out of state locations

\$90.00

Out of Country

*Actual Reasonable

CITY OF ANNA, ILLINOIS

CLOSED SESSIONS – MINUTES

NOTE: The identifying names have been changed to preserve confidentiality for Anna.

[illegible]

Key

P	Personnel
P/L	Pending Litigation
L/A	Land Acquisition
CB	Collective Bargaining

CHAPTER 3 - ANIMALS

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CHAPTER 3

ANIMALS

ARTICLE I - GENERAL REGULATIONS

3-1-1 SHORT TITLE. This Chapter shall be known and may be cited as the Animal Control Code. **(510 ILCS 5/1)**
The Union County Animal Control Regulations are included in **Addendum "A"**.

3-1-2 DEFINITIONS. For the purposes of this Chapter, the following definitions are adopted and shall be used:

"ANIMAL" shall mean any animal, other than man, which may be affected by rabies. **(510 ILCS 5/2.02)**

"AT LARGE". Any dog shall be deemed to be at large when it is off the property of its owner and not under the control of a responsible person.

"CAT" shall mean any feline, regardless of age or sex.

"CONFINED" means restriction of an animal at all times by the owner, or his agent, to an escape-proof building or other enclosure away from other animals and the public. **(510 ILCS 5/2.05)**

"COUNTY ANIMAL REGULATIONS" shall mean the County's policy found in **Addendum "A"**.

"DANGEROUS DOG" means:

(A) any individual dog anywhere other than upon the property of the owner or custodian of the dog and unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or companion animal, or

(B) a dog that, without justification bites a person and does not cause serious injury.
(510 ILCS 5/2.052A)

"DEPARTMENT OF AGRICULTURE" means the Department of Agriculture of the State of Illinois.
(510 ILCS 5/2.06)

"DOG". "Dog" means all members of the family Canidae. **(510 ILCS 5.211)**

"ENCLOSURE" means a fence or structure of at least **six (6) feet** in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious dog within the enclosure. The enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, it cannot have direct ingress from or egress to the outdoors unless it leads directly to an enclosed pen and the door must be locked. A vicious dog may be allowed to move about freely within the entire residence if it is muzzled at all times. **(510 ILCS 5/2.11a)**

"FERAL CAT" means a cat that:

- (A) is born in the wild or is the offspring of an owned or feral cat and is not socialized,
- (B) is a formerly owned cat that has been abandoned and is no longer socialized, or
- (C) lives on a farm.

(510 ILCS 5/2.11b)

"HAS BEEN BITTEN" means has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin. **(510 ILCS 5/2.12)**

"INOCULATION AGAINST RABIES" means the injection of an anti-rabies vaccine approved by the Department. **(510 ILCS 5/2.13)**

"KENNEL" means any structure or premises or portion thereof on which more than **three (3) dogs**, cats or other household domestic animals, over **four (4) months** of age, are kept or on which more than **two (2)** such animals are maintained, boarded, bred, or cared for in return for remuneration or are kept for the purpose of sale.

"LEASH" means a cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control. **(510 ILCS 5/2.14)**

"LICENSED VETERINARIAN". "Licensed veterinarian" means a veterinarian licensed by the State in which he engages in the practice of veterinary medicine. **(510 ILCS 5/2.15)**

"OWNER". "Owner" means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her. "Owner" does not include a feral cat caretaker participating in a trap, spay/neuter, return or release program. **(510 ILCS 5/2.16)**

"POTENTIALLY DANGEROUS DOG" means a dog that is unsupervised and found running at large with **three (3)** or more other dogs. **(510 ILCS 5.17c)**

"POUND". "Pound" means any facility approved by the Administrator and licensed as such by the Department of Agriculture for the purpose of enforcing this Code and used as a shelter for seized, stray, homeless, abandoned, or unwanted dogs or other animals. **(510 ILCS 5/2.18)**

"RECKLESS DOG OWNER". "Reckless dog owner" means a person who owns a dog that while anywhere other than upon the property of the owner, and without justification, kills another dog that results in that dog being deemed a dangerous dog under **510 ILCS 5/15.1** and who knowingly allows the dog to violate **510 ILCS 5/9** on two occasions within **twelve (12) months** of the incident for which the dog was deemed dangerous or is involved in another incident that results in the dog being deemed dangerous on a second occasion within **twenty-four (24) months** of the original dangerous determination.

"REGISTRATION CERTIFICATE". "Registration certificate" means a printed form prescribed by the Department of Agriculture for the purpose of recording pertinent information as required by the Department under the Animal Control Act. **(510 ILCS 5/2.19)**

"RESTRAINT". A dog is under "restraint" within the meaning of this Code if it is controlled by a leash; within an enclosed vehicle being driven or parked on the streets; or within the property limits of his owner or keeper.

"SHADE" shall mean protection from the direct rays of the sun during the months of June through September.

"SHELTER", as it applies to dogs, shall mean a moisture-proof structure of suitable size to accommodate the dog and allow retention of body heat, made of durable material with a solid floor raised at least **two (2) inches** from the ground and with the entrance covered by a flexible, windproof material. Such structure shall be provided with a sufficient quantity of suitable bedding to provide insulation and protection against cold and dampness.

"UNOWNED STRAY DOG" "Unowned stray dog" means any dog not on the premises of the owner or keeper or under control by leash or other recognized control methods, and which does not, at that time and place, bear a current rabies inoculation tag issued pursuant to the provisions of this Code, by means of which, by reference to records of current registration certificates, the Administrator or his deputies or assistants may determine the name and address of the owner or keeper thereof, or some other means of identification from which the Administrator or his deputies or assistants may directly determine the name and address of the owner and keeper thereof. **(510 ILCS 5/2)**

"VICIOUS ANIMAL" shall mean any animal which has previously attacked or bitten any person or which has behaved in such a manner that the person who harbors said animal knows or should reasonably know that the animal is possessed of tendencies to attack or bite persons.

"WILD ANIMAL" shall mean any live monkey or ape, raccoon, skunk, fox, snake, or other reptile, leopard, panther, tiger, lion, lynx or any other animal or any bird of prey which can normally be found in the wild state. **(510 ILCS Sec. 5/24)**

3-1-3 INJURY TO PROPERTY.

(A) **Unlawful.** It shall be unlawful for any person owning or possessing a dog or cat to permit such dog or cat to go upon any sidewalk, parkway, or private lands or premises without the permission of the owner of such premises and break, bruise, tear up, crush or injure any lawn, flower bed, plant, shrub, tree or garden in any manner whatsoever, or to defecate thereon.

(B) **Waste Products Accumulations.** It shall be unlawful for any person to cause or permit a dog or cat to be on property, public or private, not owned or possessed by such person unless such person has in his immediate possession an appropriate device for scooping excrement and an appropriate depository for the transmission of excrement to a receptacle located upon property owned or possessed by such person. This section shall not apply to a person who is visually or physically handicapped.

3-1-4 MANNER OF KEEPING.

(A) **Pens, Yards, or Runs.** All pens, yards, runs or other structures wherein any animal is kept shall be of such construction so as to be easily cleaned and kept in good repair.

(B) **Fences.** Fences which are intended as enclosures for any animal shall be securely constructed, shall be adequate for the purpose, kept in good repair and shall not be allowed to become unsightly.

3-1-5 KEEPING BARKING DOGS AND CRYING CATS.

(A) **Harboring.** It shall be unlawful for any person to knowingly keep or harbor any dog which habitually barks, howls or yelps, or any cat which habitually cries or howls to the great discomfort of the peace and quiet of the neighborhood, or in such manner as to materially disturb or annoy persons in the neighborhood who are of ordinary sensibilities. Such dogs and cats are hereby declared to be a public nuisance.

(B) **Petitions of Complaint.** Whenever any person shall complain to the Police Department that a dog which habitually barks, howls or yelps or a cat which habitually cries or howls is being kept by any person in the City, the Police Department shall notify the owner of said dog or cat that a complaint has been received and that the person should take whatever steps are necessary to alleviate the howling, yelping or crying.

3-1-6 CRUELTY TO ANIMALS PROHIBITED.

(A) **Cruelty to Animals Prohibited.** It shall be unlawful for any person to willfully or maliciously inflict unnecessary or needless cruelty, torture, abuse or cruelly beat, strike or abuse any animal, or by an act, omission or neglect, cause or inflict any unnecessary or unjustifiable pain, suffering,

injury or death to any animal, whether such animal belongs to such person or to another, except that reasonable force may be employed to drive away vicious or trespassing animals. Any unwanted animals should be delivered to the County Animal Control Facility for proper disposal.

(B) **Food and Shelter.** It shall be unlawful for any person in charge of any animal to fail, refuse, or neglect to provide such animal with food, potable water, shade or shelter, or to cruelly or unnecessarily expose any such animal in hot, stormy, cold or inclement weather, or to carry any such animal in or upon any vehicle in a cruel or inhumane manner. The terms used in this section shall comply with **Section 3-1-2. (65 ILCS 5/11-5-6)**

3-1-7 EXHIBITING WILD OR VICIOUS ANIMALS.

(A) It shall be unlawful for any person to keep or permit to be kept on his premises any wild or vicious animal as described in this Chapter for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

(B) It shall be unlawful for any person to keep or permit to be kept any wild animal as a pet, unless a permit is granted by the Department of Natural Resources of the State of Illinois.

(C) It shall be unlawful for any person to harbor or keep a vicious animal within the City. Any animal which is found off the premises of its owner may be seized by any police officer or humane officer and upon establishment to the satisfaction of any Court of competent jurisdiction of the vicious character of said animal, it may be killed by a police officer or humane officer; provided, however, that this section shall not apply to animals under the control of a law enforcement or military agency nor to animals which are kept for the protection of property, provided that such animals are restrained by a leash or chain, cage, fence, or other adequate means from contact with the general public or with persons who enter the premises with the actual or implied permission of the owner or occupant.

(D) The Department of Agriculture shall issue a temporary permit for the keeping, care, and protection of any infant animal native to this area which has been deemed to be homeless, then said animal may be kept on a temporary basis.

3-1-8 HEALTH HAZARD. The Mayor shall have the power to issue an order prohibiting the keeping of any animal, fowl or bird which is deemed to be a nuisance or pose a health hazard to the general public.

3-1-9 LIMITATION ON NUMBER OF DOGS AND CATS KEPT.

(A) **Nuisance.** The keeping of an unlimited number of dogs and cats in the City for a considerable period of time detracts from and, in many instances, is detrimental to the healthful and comfortable life for which such areas were created.

The keeping of an unlimited number of dogs and cats is, therefore, declared to be a public nuisance. The terms "dog" and "cat" shall be construed as provided in **Section 3-1-2.**

(B) **Limitation; Exception.**

(1) It shall be unlawful for any person or persons to keep more than **five (5) dogs or cats** within the City, with the exception that a litter of pups, a litter of kittens or a portion of a litter may be kept for a period of time not exceeding **five (5) months** from birth.

(2) The provisions of this section shall not apply to any establishment wherein dogs or cats are kept for breeding, sale, sporting purposes or boarding.

(C) **Kennels.** In the areas where kennels are permitted, no kennel shall be located closer than **two hundred (200) feet** to the boundary of the nearest adjacent residential lot. **(See Zoning Code, if any.)**

3-1-10 ANIMALS, ETC. IN CITY.

(A) **Certain Prohibitions.** Except as otherwise provided in this Chapter no person shall keep within the City any cattle, cows, horses, sheep, swine, goats, chickens, ducks, turkeys, geese, rabbits, or other livestock.

(B) **Exceptions.** This Section shall not apply in areas of the City that are zoned agricultural in nature nor shall this Section apply to livestock brought in to the City for the purpose of being shipped out of the City.

(C) **Powers of Police Chief.** The police chief shall have the power to issue an order prohibiting the keeping of any animal, fowl, or bird which is deemed to pose a health hazard to the general public.

3-1-11 ANIMAL FEED PROHIBITED. It shall be unlawful for anyone to place or distribute any animal feed on public property, public easements and accesses to public property. It shall be unlawful for anyone to place or distribute animal feed on vacant lots or in unoccupied structures in the City.

(65 ILCS 5/11-1-1; 5/11-5-6 and 5/11-20-9)

ARTICLE II - DOGS

3-2-1 RESTRAINT OF DOGS. The owner or keeper of a dog shall keep the dog under restraint at all times and shall not permit such dog to be at large, off the premises of the property of the owner or keeper, unless the dog is under complete control as defined in **Section 3-1-2. (65 ILCS 5/11-2009)**

3-2-2 RABIES INOCULATION.

(A) **Dogs.** Every owner of a dog **four (4) months** or more of age shall have each dog inoculated against rabies by a licensed veterinarian. Every dog shall have a second rabies vaccination within **one (1) year** of the first. Terms of subsequent vaccine administration and duration of immunity must be in compliance with USDA licenses of vaccines used.

(B) **Cats.** Every owner of a cat that is a companion animal and is **four (4) months** or more of age shall have each cat inoculated against rabies by a licensed veterinarian. Every cat that is a companion animal shall have a second rabies vaccination within **one (1) year** of the first. Terms of subsequent vaccine administration and duration of immunity must be in compliance with USDA licenses of vaccines used. This subsection (B) does not apply to feral cats; however, if a feral cat is presented to a licensed veterinarian for sterilization, the feral cat shall be inoculated against rabies, unless the person presenting the feral cat for care provides an inoculation certificate showing that the feral cat has been inoculated against rabies, and the cost of the inoculation shall be paid by the person presenting the feral cat to a licensed veterinarian for care.

(C) **Duties of Veterinarian.** A veterinarian immunizing a dog, cat, or ferret against rabies shall provide the Administrator of the county in which the dog, cat, or ferret resides with a certificate of immunization. Evidence of such rabies inoculation shall be entered on a certificate the form of which shall be approved by the County, and which shall contain the microchip number of the dog, cat, or ferret if it has one and which shall be signed by the licensed veterinarian administering the vaccine. Only one dog, cat, or ferret shall be included on each certificate.

(D) **Dog Tags Issued.** Veterinarians who inoculate a dog shall procure from the County Animal Control in the county where their office is located serially numbered tags, one to be issued with each inoculation certificate. The County shall cause a rabies inoculation tag to be issued, at a fee established by the County for each dog inoculated against rabies.

(E) **Cat Tags Issued.** A veterinarian who inoculates a cat that is a companion animal shall issue an inoculation certificate to the owner which shall comply with any registration requirements adopted by the County under **510 ILCS 5/3.**
(See 510 ILCS 5/8)

3-2-3 NOTICE AND CITATION TO OWNER OR KEEPER OF IMPOUNDMENT. In case of impounding and where the owner or keeper of such dog is disclosed by any tax or license tag worn by it or is otherwise known to the officers impounding the same, the designated official shall make reasonable attempts to contact the owner, informing him of the impounding of his dog and shall cite the owner or keeper of such dog to answer charges of violation of this Chapter.

3-2-4 OBSTRUCTING POUNDMASTER. Any person(s) who shall bring any dog into the City for the purpose of causing the same to be impounded or any person who shall resist, hinder or molest the poundmaster or dogcatcher or police officer while engaged upon the duties imposed upon them by this Chapter or any person who shall break into the dog pound and release or deliver any dog therefrom without having first paid the fees herein specified, or any owner or keeper of any dog who shall permit any dog to run at large within the corporate limits of the City, upon conviction of any part of this Chapter shall be fined according to Chapter 1 - Administration of this Code.

3-2-5 IMPOUNDMENT OF DOGS WHICH HAVE BITTEN PERSONS. Any dog which shall have bitten or otherwise injured any person so as to cause an abrasion of the skin shall be immediately taken, impounded and kept separated from other dogs for **ten (10) days**. If, during that period, such dog develops symptoms of illness, a veterinarian shall be called to diagnose its condition. If the symptoms disclosed are such as to indicate the presence of rabies, such dog shall be destroyed in such a manner, however, as to preserve intact the head, which shall thereupon be detached and immediately sent to the diagnostic laboratory of the Department of Agriculture. In case such dog cannot be safely taken up and impounded, it may be shot, care being taken to preserve the head intact which shall thereupon be immediately detached and be delivered to the diagnostic laboratory of the Department of Agriculture.

If, at the expiration of the **ten (10) days** no symptoms of rabies have developed in such dog so impounded, the same may be redeemed by the owner upon payment of the redemption fees and charges specified by this Chapter; provided, however, that in case any dog so impounded for biting a person shall have previously bitten any person, such dog shall be humanely destroyed by the poundkeeper. After having been notified that his dog has bitten or otherwise injured any person, the owner or keeper thereof shall not, under any circumstances, permit such animal to be at large unless securely muzzled. **(510 ILCS 5/13)**

3-2-6 IMPOUNDMENT. Those persons charged with the duty of enforcing this Chapter may employ any method found practical and humane in capturing and impounding any dog found running at large.

3-2-7 REDEMPTION OF IMPOUNDED ANIMALS. The owner of any animal impounded under this Chapter may redeem the same by paying all the costs and charges assessed, if any, that have accrued up to the time of making redemption and on paying the same; it shall be the duty of the authorities to release the animal from the pound and deliver it to its owner or certify the release thereof to any County authority having possession of the animal.

3-2-8 DISPOSITION OF DOGS DEEMED NUISANCES. Any dog which may, in any manner, continually disturb the quiet of any person or neighborhood or shall destroy or in any manner injure any animal, plant, shrub or other property not on the premises of its owner or keeper is hereby declared to be a nuisance, and such dog shall be taken up and impounded and may be redeemed or disposed of in the manner provided for under this Code.

3-2-9 DANGEROUS DOG - FEMALE DOG AT LARGE. It shall be unlawful for the owner or keeper of any vicious or dangerous dog as defined in **Section 3-1-2** or of any female dog, while in heat, to run at large within the limits of this City.

3-2-10 FEMALE DOG WITH OTHER DOGS. No person in control or possession of a female dog or permitting the same to remain upon his or her premises, shall permit any such female dog, while in heat, to consort with any other dog or dogs in an indecent manner in any place of public view, whether upon his own or any other premises.

3-2-11 CONFINEMENT IN MOTOR VEHICLE. No owner or person shall confine any animal in a motor vehicle in such a manner that places it in a life or health threatening situation by exposure to a prolonged period of extreme heat or cold, without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of an animal, an animal control officer, law enforcement officer, or Department investigator who has probable cause to believe that this Section

is being violated shall have authority to enter such motor vehicle by any reasonable means under the circumstances after making a reasonable effort to locate the owner or other person responsible. **(510 ILCS 70/7.1)**

3-2-12 VICIOUS ANIMALS PROHIBITED. It shall be unlawful for any person to bring or transfer into the incorporated area of the City any dog or animal that has been declared "vicious" by any other unit of local government.

(65 ILCS 5/11-1-1 and 5/11-20-9 or 510 ILCS Animals)

ARTICLE III - VICIOUS AND DANGEROUS DOGS

3-3-1 **DEFINITIONS.** As used in this Article, the following words shall have the following meanings and definitions:

(A) **"Vicious dog"** means:

- (1) Any individual dog that when unprovoked inflicts bites or attacks a human being or other animal either on public or private property.
- (2) Any individual dog with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals.
- (3) Any individual dog that has a trait or characteristic and a generally known reputation for viciousness, dangerousness or unprovoked attacks upon human beings or other animals, unless handled in a particular manner or with special equipment.
- (4) Any individual dog which attacks a human being or domestic animal without provocation.
- (5) Any individual dog which has been found to be a "dangerous dog" upon **three (3)** separate occasions.

No dog shall be deemed "vicious" if it bites, attacks, or menaces a trespasser on the property of its owner or harms or menaces anyone who has tormented or abused it or is a professionally trained dog for law enforcement or guard duties. Vicious dogs shall not be classified in a manner that is specific as to breed.

If a dog is found to be a vicious dog, the dog shall be subject to enclosure.

(B) **"Dangerous dog". See Section 3-1-2.**

(C) **"Enclosure"** means a fence or structure of at least **six (6) feet** in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious dog within the enclosure. The enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, it cannot have direct ingress from or egress to the outdoors unless it leads directly to an enclosed pen and the door must be locked. A vicious dog may be allowed to move about freely within the entire residence if it is muzzled at all times. **(510 ILCS 5/2.11a)**

(D) **"Impounded"** means taken into the custody of the public pound in the City or town where the vicious dog is found.

(E) **"Found to Be Vicious Dog"** means:

- (1) that the County Veterinarian, Animal Control Warden, or a law enforcement officer has conducted an investigation and made a finding in writing that the dog is a vicious dog as defined in **Section 3-1-2** and, based on that finding, the County Veterinarian, or the Animal Control Warden has declared in writing that the dog is a vicious dog or
- (2) that the circuit court has found the dog to be a vicious dog as defined in **Section 3-3-2** and has entered an order based on that finding.

3-3-2 **UNLAWFUL TO MAINTAIN.** It shall be unlawful for any person to keep or maintain any dog which has been found to be a vicious dog unless such dog is at all times kept in an enclosure. The only times that a vicious dog may be allowed out of the enclosure are:

(A) If it is necessary for the owner or keeper to obtain veterinary care for the dog or

(B) To comply with the order of a court of competent jurisdiction, provided that the dog is securely muzzled and restrained with a chain having a tensile strength of **three hundred (300) pounds** and not exceeding **three (3) feet** in length and shall be under the direct control and supervision of the owner or keeper of the dog.

Any dog which has been found to be a vicious dog and which is not confined to an enclosure shall be impounded by the Animal Control Warden, or the police and shall be turned over to a licensed veterinarian for destruction by lethal injection.

(C) The owner charged with maintaining a vicious or dangerous dog may request a hearing before the City Council within **five (5) days** of being charged.

3-3-3 OWNER'S RESPONSIBILITY. If the owner of the dog has not appealed the impoundment order to the circuit court in the County in which the animal was impounded within **fifteen (15) working days**, the dog may be humanely dispatched. A dog found to be a vicious dog shall not be released to the owner until the Animal Control Warden approves the enclosure as defined in this Article.

No owner or keeper of a vicious dog shall sell or give away the dog. **(510 ILCS 5/15)**

3-3-4 DOG PERMITTED TO LEAVE PREMISES. It is unlawful for any person to maintain a public nuisance by permitting any dangerous dog or other animal to leave the premises of its owner when not under control by leash or other recognized control methods.

Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, or police-owned dogs are exempt from this Section; provided, no attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this Section, each such dog shall be currently inoculated against rabies in accordance with this Code. It shall be the duty of the owner of such exempted dog to notify the Warden of changes of address. In the case of a sentry or guard dog, the owner shall keep the Warden advised of the location where such dog will be stationed. The Warden shall provide police and fire departments with a categorized list of such exempted dogs and shall promptly notify such departments of any address changes reported to him. **(510 ILCS 5/15)**

3-3-5 INJUNCTION. The County's Animal Control Warden, the City Attorney, or any citizen of the City in which a dangerous or vicious dog or other animal exists may file a complaint to enjoin all persons from maintaining or permitting such, to abate the same, and to enjoin the owner of such dog or other animal from permitting same to leave his premises when not under control by leash or other recognized control methods. Upon the filing of a complaint in the circuit court, the court, if satisfied that this nuisance may exist, shall grant a preliminary injunction with bond in such amount as the court may determine enjoining the defendant from maintaining such nuisance. If the existence of the nuisance is established, the owner of such dog or other animal shall be in violation of this Act, and in addition the court shall enter an order restraining the owner from maintaining such nuisance and may order that such dog or other animal be humanely dispatched. **(510 ILCS 5/17)**

3-3-6 LIABILITY OF OWNER OR DOG ATTACKING OR INJURING PERSON. If a dog, or other animal, without provocation, attacks or injures any person who is peaceably conducting himself in any place where he may lawfully be, the owner of such dog or other animal is liable in damages to such person for the full amount of the injury sustained. **(510 ILCS 5/16)**

3-3-7 RIGHT OF ENTRY - INSPECTIONS. For the purpose of carrying out the provisions of this Code and making inspections hereunder, the Animal Control Warden, or his authorized representative, or any officer of the law may enter upon private premises to apprehend a straying dog or other animal, a dangerous dog or other animal, or a dog or other animal thought to be infected with rabies. If, after request therefor, the owner of such dog or other animal shall refuse to deliver the dog or other animal to the officer, the owner shall be in violation of this Code. **(510 ILCS 5/17)**

(65 ILCS 5/11-1-1 and 5/11-20-9)
(See also 510 ILCS 5/24)

ARTICLE IV – TETHERING

3-4-1 TETHERING DOG REGULATIONS. The following regulations shall be applicable to owners and guardians of dogs in their care to-wit:

(A) **Animal Welfare.** A dog that is outside for **one (1) hour** or more, whether fenced, kenneled, or tethered shall have proper food, water, and shelter. Owners and guardians shall be responsible for the welfare of their pets in severe heat, cold, rain, snow, ice, and wind.

(B) No dog shall be tethered within **fifty (50) feet** of a school, daycare, or school bus stop.

(C) No dog shall be tethered on any public easement, or public access to private property.

(D) No dog shall be tethered on private property within **ten (10) feet** of public or neighboring property.

(E) No dog shall be tethered on land without a dwelling or a vacant dwelling.

(F) No dog shall be left inside a vacant dwelling.

(G) No more than **one (1) dog** shall be attached to a tether.

(H) A properly constructed fence, of a height and strength, that prevents the dog from jumping, climbing, or digging out, and running at large, is acceptable containment.

(I) A properly constructed kennel, of a height and strength, that prevents the dog from jumping, climbing, or digging out, and running at large, is acceptable containment if the following conditions are met. The dimensions of the kennel shall be dictated by the size of the dog. The kennel shall have a doghouse large enough for the dog to stand and turn around, with roof and **four (4) sides**. The acceptable kennel size is **one hundred twenty-five (125) square feet** per dog of under **fifty (50) pounds**.

(J) Tethering shall not be used as permanent means of containment for any companion pet.

(K) Tethering shall be acceptable under the following conditions:

(1) Trolley or pulley types of tethering systems are recommended.

(2) Fixed point tethers shall be acceptable upon inspection and approval by Animal Control.

(3) All tethers will be a minimum of **fifteen (15) feet** in length and no more than **one-eighth (1/8)** the dog's weight.

(4) The tether shall have a swivel mechanism on both ends and attached to a properly fitting, non-metal, buckle type collar or a harness.

(5) No pinch or choke collars shall be allowed.

(6) No tether shall be directly attached to the dog.

(L) Owners shall be responsible to maintain a clean and healthy environment on their property and provide medical treatment when needed.

3-4-2 VARIANCES. Any person seeking a variance from the regulations in this Article shall complete an application at the City Hall. The variance shall be reviewed by the City Council for approval or disapproval.

(510 ILCS 70/3)

ADDENDUM "A"

UNION COUNTY'S ANIMAL CONTROL

3-1-1 PURPOSE. This Chapter shall be liberally construed, to the end that health, safety and welfare of the People of the County of Union, Illinois shall be fostered and promoted.

3-2-1 DEFINITIONS. For the purposes of this Chapter, the following terms shall be given these definitions:

"ACT" means the Illinois Animal Control Act, **510 ILCS 5/1 et seq.**, and any regulations promulgated thereunder.

"ADMINISTRATOR" means a veterinarian licensed by the State and appointed pursuant to this Chapter, or in the event a veterinarian cannot be found and appointed pursuant to this Chapter, a non-veterinarian may serve as Administrator under this Chapter. In the event the Administrator is not a veterinarian, the Administrator shall defer to the veterinarian regarding all medical decisions.

"ANIMAL" means any animal other than man, which may be affected by rabies.

"ANIMAL CONTROL WARDEN" means any person hired by the Administrator to perform the duties assigned to that person by the Act, this Chapter, or the Administrator.

"BOARD" means the Board of Commissioners of the County.

"CODE" means the Code of Ordinances of the County of Union, Illinois.

"CONFINED" means restriction of an animal at all times by the owner, or his agent, to an escape-proof building or other enclosure away from other animals and the public.

"COUNTY" means the County of Union, Illinois.

"DANGEROUS ANIMAL" means a lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi, bear, hyena, wolf or coyote, or any poisonous or life-threatening reptile.

"DANGEROUS DOG" means a dangerous dog as defined in the Act.

"DEPARTMENT" means the Department of Agriculture of the State.

"DEPUTY ADMINISTRATOR" means a veterinarian licensed by the State, appointed by the Administrator and approved by the Board.

"DOG" means all members of the family Canidae.

"HAS BEEN BITTEN" means has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin.

"INOCULATION AGAINST RABIES" means the injection of an anti-rabies vaccine approved by the Department.

"LEASH" means a cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

"LICENSED VETERINARIAN" means a veterinarian licensed by and in good standing with the State.

"OWNER" means any person having the right of property in a dog or other animal, or who keeps or harbors a dog or other animal, or who has it in his care, or acts as its custodian, or who knowingly permits a dog or other domestic animal to remain on or about any premises occupied by him.

"PERSON" means any person, firm, corporation, partnership, society, association, or other legal entity, any public or private institution, the State, a municipal corporation or political subdivision of the State, or any other business unit.

"REGISTRATION CERTIFICATE" means a printed form prescribed by the Department for the purpose of recording pertinent information as required by the Department under the Act or this Chapter.

"RUNNING AT LARGE" means a dog allowed, suffered or permitted by its owner, or any other person, to roam, run or wander upon any public way, public property or public place or upon the private premises of any person other than the premises of the owner or keeper of such dog when such dog is not under control by leash or other recognized control methods. A dog that is actively engaged in a legal hunting activity, including training, is not considered to be running at large if the dog is on land that is open to hunting or on land on which the person has obtained permission to hunt or to train a dog. A dog that is in a dog-friendly area or dog park is not considered to be running at large if the dog is monitored or supervised by a person.

"SHERIFF" means the Sheriff of the County.

"STATE" means the State of Illinois.

"STRAY ANIMAL" means any animal not on the premises of the owner or keeper or under the control by leash or other recognized control methods, and which does not, at that time and place, bear either (i) a current rabies inoculation tag issued pursuant to the provisions of this Chapter, by means of which, by reference to records of current registration certificates, the Administrator or his deputies or assistants may determine the name and address of the owner or keeper thereof, or (ii) some other means of identification from which the Administrator or his deputies or assistants may directly determine the name and address of the owner and keeper thereof.

"TREASURER" means the Treasurer of the County.

3-3-1 DUTIES AND POWERS.

(A) The Administrator shall perform all duties prescribed by the Act, the Code, this Chapter, any rules and regulations adopted pursuant to the Act or this Chapter and any other law of the State.

(B) The Administrator shall administer the Animal Control Program.

(C) The Administrator may appoint as many Deputy Administrators and Animal Control Wardens to aid him as authorized by the Board. Such appointments shall be approved by a majority of the County Board.

(D) The Administrator, Deputy Administrators and Animal Control Wardens may issue and serve citations and orders for violations of this Chapter, the Act and the Humane Care for Animals Act.

(E) The Administrator shall, through sterilization, humane education, rabies inoculation, stray control, impoundment, quarantine, and any other means deemed necessary, control and prevent the spread of rabies and to exercise dog and cat overpopulation control.

(F) The Administrator, Deputy Administrators and Animal Control Wardens may use tranquilizer guns and other non-lethal weapons and equipment to enforce the Act or this Chapter.

(G) The Administrator, Deputy Administrators and Animal Control Wardens may carry firearms with written approval of the Sheriff and the Chairman of the County Board; provided, however

such firearms may only be carried for the purpose of enforcing this Chapter and the Act. Any person carrying a firearm pursuant to this Section must have completed the training course for peace officers prescribed in the Peace Officer Firearm Training Act. The cost of this training shall be paid by the County.

(H) The Administrator shall investigate and substantiate all claims made under Section 19 of this Act.

(I) The Administrator, Deputy Administrator and Animal Control Wardens shall aid in the enforcement of the Humane Care for Animals Act and have the ability to impound animals and apply for security posting for violation of the Humane Care for Animals Act.

(J) The Administrator shall report to the Board as requested by the Board.

3-3-2 COMPENSATION. The compensation for the Administrator, Deputy Administrators, and Animal Control Wardens shall be fixed by the Board pursuant to the annual budget of the County.

3-3-3 POLICE COOPERATION. The Sheriff, Sheriff's deputies and municipal police officers shall cooperate with the Administrator and his representatives in carrying out the provisions of the Act and this Chapter.

3-3-4 ANIMAL CONTROL FUND.

(A) The Treasurer shall establish an Animal Control Fund.

(B) All fines and fees collected pursuant to the Act and this Chapter shall be deposited in the Animal Control Fund.

(C) All fines and fees deposited in the Animal Control Fund shall be used for the following purposes:

- (1) paying for the costs of the Animal Control Program; and
- (2) paying claims for loss of livestock or poultry as set forth in Section 19 of the Act; and
- (3) paying the cost of stray dog control and impoundment; and
- (4) paying the cost of education on animal control and rabies; and
- (5) paying other costs incurred in carrying out the provisions of the Act and this Chapter.

(D) Any fines and fees deposited into the Animal Control Fund shall, pursuant to intergovernmental agreement, be applied so as to offset a portion of the annual contributions of all governmental entities participating, pursuant to intergovernmental agreement, in the Union County Animal Control Program.

3-4-1 INOCULATION AGAINST RABIES; TAG REQUIRED.

(A) Every owner of a dog **four (4) months** or more of age shall cause such dog to be inoculated against rabies by a licensed veterinarian at such intervals which have been required by the Department and the Act.

(B) The fee for a rabies inoculation tag, as required by Section 8 of the Act, shall be **Seven Dollars (\$7.00)** for a **one (1) year** tag and **Fourteen Dollars (\$14.00)** for a **three (3) year** tag.

(C) It shall be unlawful for any person to make or produce a counterfeit or forged rabies tag.

(D) It shall be unlawful for any person to possess a counterfeit or forged rabies tag knowing such rabies tag to be counterfeit or forged or under such circumstances as would reasonably induce him to believe the rabies tag was counterfeit or forged.

(Ord. No. 2010-24; 10-18-10)

3-4-2 COLLAR OR HARNESS REQUIRED.

(A) Every dog which is required to be inoculated against rabies under the provision of the Act or this Chapter, shall be provided by its owner or keeper with a collar or harness made of leather, metal, or other substantial material to which the owner or keeper shall cause a current rabies vaccination tag to be securely attached.

(B) Every owner of a dog under **four (4) months** of age shall have a tag specifying the owner's name, address and telephone number attached to a collar or harness which shall be worn by the dog at all times.

(C) Any collar or harness required by this Section shall be worn by such dog at all times, except when such dog is confined to an enclosed area.

3-4-3 RUNNING AT LARGE.

(A) It shall be unlawful for any person who is the owner or keeper of any dog, bison, cattle, swine, sheep, goats, Equidae, or geese to allow or permit such dog, bison, cattle, swine, sheep, goats, Equidae, or geese to run at large on any public way, public property or public place or upon the private premises of any person other than the premises of the owner or keeper of such dog.

(B) Any dog, bison, cattle, swine, sheep, goats, Equidae, or geese found running at large shall be apprehended and impounded.

(C) A dog found running at large contrary to the provisions of this Section a second or subsequent time must be spayed or neutered within **thirty (30) days** after being reclaimed unless already spayed or neutered; failure to comply shall result in impoundment.

(Ord. No. 2010-24; 10-18-10)

3-4-4 HUMANE TREATMENT.

(A) It shall be unlawful for any person owning, keeping, having in his possession or harboring any animal to fail to provide the following to each of his animals:

- (1) sufficient quantity of good quality, wholesome food and water; or
- (2) adequate shelter and protection from the weather; or
- (3) veterinary care when needed to prevent suffering; or
- (4) humane care and treatment.

(B) No owner or person shall confine any animal in a motor vehicle in such a manner that places it in a life or health threatening situation by exposure to a prolonged period of extreme heat or cold, without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of an animal, an animal control officer or peace officer who has probable cause to believe that this subsection (B) is being violated shall have authority to enter such motor vehicle by any reasonable means under the circumstances after making a reasonable effort to locate the owner or other person responsible.

3-4-5 OTHER OFFENSES.

(A) **Barking Dog.** It shall be unlawful for any person to own, keep, have in his possession or harbor any dog which, by frequent whining, yelping, barking, howling or other excessive noise which can be heard beyond the boundary or the premises of real property belonging to such person with such volume and frequency as to be a public nuisance or disturb the peace.

(B) **Accumulation of Animal Waste.** It shall be unlawful for any person owning, keeping, having in his possession or harboring any animal to allow or permit the unreasonable accumulation of excrement, urine, blood, vomit, or other animal waste so as to be a public nuisance or be dangerous to the health of human beings or animals.

(C) **Removal of Excrement.** It shall be unlawful for any person owning, keeping, having in his possession or harboring any animal to allow or permit such animal to defecate upon a public way, upon public property or upon the property of another, unless such person immediately removes any excrement deposited by such animal.

(D) **Animal Odors.** It shall be unlawful for any person owning, keeping, having in his possession or harboring any animal to allow or permit such animal to cause any odors offensive to a reasonable person residing in the vicinity, potentially dangerous to health, or creating any other public nuisance.

(E) **Abandonment of Animal.** It shall be unlawful for any person to dump or abandon any animal.

(F) **Dangerous Dog; Leash Required.** It is unlawful for any person to knowingly or recklessly permit any dangerous dog to leave the premises of its owner when not under control by leash.

3-4-6 IMPOUNDMENT. The Administrator, Deputy Administrators, Animal Control Wardens and any peace officer may apprehend and impound the following animals:

(A) Dogs which have bitten a person;
(B) Dogs **four (4) months** or more of age which have not been inoculated against rabies by a licensed veterinarian;

(C) Dogs **four (4) months** or more of age not on the premises of their owner and which do not have current, valid rabies inoculation tag attached to their collar or harness;

(D) Dogs under **four (4) months** of age not on the premises of their owner and which do not have an identification tag specifying the owner's name, address and telephone number attached to their collar or harness.

(E) Dogs wearing a current valid rabies inoculation tag or identification tag which are not on the premises occupied by the dog's owner and are not accompanied or supervised by the owner and are not on a leash when a written complaint has been received by the Animal Control Wardens.

(F) Any stray animal.

(G) Any animal found in such condition or circumstances which pose or create a danger to the animal's health or well-being which pose or create a danger to the health or well-being of any person or the public.

(H) Any animal found in such condition or circumstances that would constitute a violation of the Act or this Chapter.

3-4-7 APPREHENSION OR IMPOUNDMENT OF DANGEROUS ANIMALS. Where any animal is subject to apprehension or impoundment pursuant to the Act or this Chapter, and the capture of such animal threatens the safety of the Administrator, Deputy Administrators, Animal Control Wardens or any peace officer, or where such animal endangers the safety of any person, such animal may be destroyed by the Administrator, Deputy Administrators, Animal Control Wardens or any peace officer.

3-4-8 REDEMPTION OF IMPOUNDED ANIMALS. In case the owner of any impounded animal desires to make redemption thereof, he or she may do so by doing the following:

(A) Paying for the rabies inoculation of the dog or cat and registration, if applicable; and

(B) Paying a boarding fee of, pursuant to Section 10(c) of the Act, for the period the animal was impounded at a rate of **Eight Dollars (\$8.00)** per day; and

(C) Paying an additional impoundment fee of **Twenty-Five Dollars (\$25.00)** pursuant to Section 10(d) of the Act; and

(D) Paying a **Twenty-Five Dollar (\$25.00)** public safety fine to be deposited into the Pet Population Control Fund; provided, however, such fine shall be waived if it is the animal's first impoundment, and the owner has the animal spayed or neutered within **fourteen (14) days**; and

(E) Complying with all requirements of the Act regarding redemption of impounded animals.

3-4-9 BITES.

(A) Any person having knowledge that any person has been bitten by an animal shall immediately notify the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator.

(B) It is unlawful for the owner of any animal which has bitten a person to euthanize, sell, give away, or otherwise dispose of any animal known to have bitten a person, until it is released by the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his authorized representative.

(C) It is unlawful for the owner of any animal which has been a person to refuse or fail to comply with the reasonable written or printed instructions made by the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his authorized representative. Any violation of this subsection (C) shall result in immediate impoundment of such animal.

3-4-10 DANGEROUS ANIMALS. No person shall have a right of property in, keep, harbor, care for, act as custodian of or maintain in his possession any dangerous animal. **(Ord. No. 2010-24; 10-18-10)**

3-4-11 INSPECTIONS. For the purpose of carrying out the provisions of this Chapter and making inspections hereunder, the Administrator, Deputy Administrators, Animal Control Wardens or any peace officer may enter upon private premises to apprehend a stray animal, a dangerous dog or any other animal thought to be infected with rabies or to investigate any other suspect violation of the Act or this Chapter. If, after request therefore, the owner of such animal shall refuse to deliver the dog or other animal to the officer, the owner shall be in violation of this Chapter and such animal may be immediately impounded.

3-4-12 ADOPTION OF STATE LAW BY REFERENCE. Each and every part of the Act is incorporated into this Chapter by reference and made a part of this Chapter. A violation of any provision of the Act shall be a violation of this Chapter and shall be subject to penalties as set forth in this Chapter.

3-5-1 REIMBURSEMENT. The reimbursement schedule for any claims under Section 19 of the Act shall be as follows:

- (A) **Goats: Thirty Dollars (\$30.00)** per head.
- (B) **Cattle, six (6) months or older: Three Hundred Dollars (\$300.00)** per head.
- (C) **Calves, less than six (6) months of age: One Hundred Fifty Dollars (\$150.00)** per head.
- (D) **Horses: Two Hundred Dollars (\$200.00)** per head.
- (E) **Mules: Two Hundred Dollars (\$200.00)** per head.
- (F) **Swine: Fifty Dollars (\$50.00)** per head.
- (G) **Turkeys: Five Dollars (\$5.00)** per head.
- (H) **Sheep: Thirty Dollars (\$30.00)** per head.
- (I) **Poultry, other than Turkeys: One Dollar (\$1.00)** per head.

The maximum amounts hereinabove set forth may be increased **fifty percent (50%)** for animals for which the owner can present a certificate of registry of the appropriate breed association or organization.

3-6-1 PENALTIES. In addition to any other penalties imposed by this Chapter, any person who violates any provision of this Chapter shall be guilty of a petty offense and fined not more than **One Thousand Dollars (\$1,000.00)**.

3-6-2 SEPARATE OFFENSES. Each day a violation of this Chapter is continued constitutes a separate offense.

3-6-3 ABATEMENT. Any violation of this Chapter which constitutes a public nuisance, when a conviction is had, may, by order of the court before which the conviction is had, be abated by the Administrator, Deputy Administrators, Animal Control Wardens, the Sheriff or other proper officer, at the expense of the defendant.

3-6-4 IMMUNITY FROM DAMAGES. Anyone enforcing the provisions of this Chapter shall not be held responsible for any accident or property damages which may occur while in the pursuit of any dog or other animal.

3-6-5 VALIDITY. The invalidity of any section or parts of any section of this Chapter or any rule or regulation pursuant thereto shall not affect the validity of the remainder of this Chapter, or any rule or regulation.

(Ord. No. 2010-16; 07-19-10)

CHAPTER 4 – BOARDS AND COMMISSIONS

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CHAPTER 4

BOARDS AND COMMISSIONS

ARTICLE I – PLAN COMMISSION

4-1-1 ESTABLISHED. A Plan Commission is hereby created under authority of the Illinois Compiled Statutes, Chapter 65, Sections 5/11-12-4 through 5/11-12-12.

4-1-2 MEMBERSHIP. The Plan Commission shall consist of **seven (7) members**; said members to be residents of the City, appointed by the Mayor and the City Council, on the basis of their particular fitness for their duty on the Plan Commission and subject to the approval of the City Council.

4-1-3 TERM OF OFFICE. The members shall serve for a period of **five (5) years**. Vacancies shall be filled by appointment for the unexpired term only. The Zoning Board members shall serve as the Plan Commission. They may receive such compensation as provided by the City Council.

4-1-4 EX-OFFICIO MEMBERS. The ex-officio members shall include the Zoning Inspector, Zoning Administrator, the City Engineer and the Public Works Manager.

4-1-5 PROCEDURE. The Plan Commission shall elect such officers as it may deem necessary and adopt rules and regulations of organization and procedure consistent with the City Code and State Law. The Commission shall keep written records of its proceedings. It shall be open at all times for and to the inspection of the public, and the Commission shall file an annual report with the Mayor and City Council, setting forth its transactions and recommendations.

4-1-6 POWERS AND DUTIES. The Plan Commission shall have the following powers and duties:

(A) To prepare and recommend to the City Council a comprehensive plan for the present and future development or redevelopment of the City and contiguous unincorporated territory not more than **one and one-half (1 1/2) miles** beyond the corporate limits of the City and not included in any other municipality. Such plan may be adopted in whole or in separate geographical or functional parts, each of which, when adopted, shall be the official comprehensive plan or part thereof of the City. Such plan shall be advisory, except as to such part thereof as has been implemented by ordinances duly enacted by the City Council.

All requirements for public hearing, filing of notice of adoption with the County Recorder of Deeds, and filing of the plan and ordinances with the City Clerk shall be complied with as provided for by law. To provide for the health, safety, comfort, and convenience of the inhabitants of the City and contiguous territory, such plan or plans shall establish reasonable standards of design for subdivisions and for resubdivisions of unimproved land and of areas subject to redevelopment in respect to public improvements as herein defined and shall establish reasonable requirements governing the location, width, course, and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment. The requirements specified herein shall become regulatory only when adopted by law.

(B) To designate land suitable for annexation to the City and the recommended zoning classification for such land upon annexation.

(C) To recommend to the City Council, from time to time, such changes in the comprehensive plan or any part thereof, as may be deemed necessary.

(D) To prepare and recommend to the City Council, from time to time, plans and/or recommendations for specific improvements in pursuance to the official comprehensive plan.

(E) To give aid to the officials of the City charged with the direction of projects for improvements embraced within the official plan or parts thereof, to further the making of such improvements and generally, to promote the realization of the official comprehensive plan.

(F) To arrange and conduct any form of publicity relative to its activities for the general purpose of public understanding.

(G) To cooperate with municipal or regional plan commissions and other agencies or groups to further the local plan program and to assure harmonious and integrated planning for the area subject to approval of the City Council.

(H) To exercise such other powers germane to the powers granted under authority of an act of the General Assembly of the State of Illinois, as may be conferred by the City Council.

4-1-7 LAND SUBDIVISION OR RE-SUBDIVISION AND THE OFFICIAL MAP. At any time or times before or after the formal adoption of the official comprehensive plan by the corporate authorities, an official map may be designated by ordinance, which may consist of the whole area included within the official comprehensive plan or one or more geographical or functional parts and may include all or any part of the contiguous unincorporated area within **one and one-half (1 1/2) miles** from the corporate limits of the City. All requirements for public hearing, filing notice of adoption with the County Recorder of Deeds and filing of the plan and ordinances, including the official map with the Clerk shall be complied with as provided for by law. No map or plat of any subdivision or re-subdivision presented for record affecting land within the corporate limits of the City or within contiguous territory which is not more than **one and one-half (1 1/2) miles** beyond the corporate limits shall be entitled to record or shall be valid unless the subdivision shown thereon provides for standards of design and standards governing streets, alleys, public ways, ways for public service facilities, street lights, public grounds, size of lots to be used for residential purposes, and distribution, sanitary sewers, and sewage collection and treatment in conformity with the applicable requirements of the Code, including the official map. **(See 65 ILCS 5/11-12-12)**

4-1-8 IMPROVEMENTS. The City Clerk shall furnish the Plan Commission for its consideration, a copy of all ordinances, plans and data relative to public improvements of any nature. The Plan Commission may report in relation thereto, if it deems a report necessary or advisable, for the consideration of the City Council.

4-1-9 FURTHER PURPOSES. The Commission shall recommend the boundaries of districts for land use and shall recommend regulations to the corporate authorities for the following:

(A) To regulate and limit the height and bulk of buildings hereafter to be erected.

(B) To establish, regulate and limit the building or setback lines on or along the street, traffic way, drive, parkway, or storm or flood water runoff channel or basin.

(C) To regulate and limit the intensity of the use of lot areas and to regulate and determine the area of open spaces, within and surrounding such buildings.

(D) To classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses.

(E) To divide the entire City into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height, and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification), as may be deemed best suited to carry out the purpose of this Section.

(F) To fix standards to which buildings or structures therein shall conform.

(G) To prohibit uses, buildings, or structures incompatible with the character of such districts.

(H) To prevent additions to and alteration or remodeling of existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed under this Section.

4-1-10 EXPENDITURES. Expenditures of the Commission shall be at the discretion of the City Council and if the Commission shall deem it advisable to secure technical advice or services, it shall be done upon authority of the City Council and appropriations by the City Council therefor. **(See 65 ILCS 5/11-12)**

ARTICLE II - POLICE PENSION FUND

4-2-1 BOARD ESTABLISHED. In accordance with the provisions of the **Illinois Compiled Statutes** the City does hereby establish a Police Pension Fund. **(See 40 ILCS 5/3-101.)**

4-2-2 DEFINITIONS. The terms used in this Article shall have the meanings ascribed to them in **Sections 5/3-103 through 5/3-108.1 in Chapter 40 of the Illinois Compiled Statutes**, except when the context otherwise requires.

4-2-3 BOARD MEMBERSHIP. A Board of **five (5) members** shall constitute the Anna Board of Trustees of the Police Pension Fund to administer the pension fund and to designate the beneficiaries thereof. **Two (2) members** of the Board shall be appointed by the Mayor. The **third (3rd)** and **fourth (4th) members** of the Board shall be elected from the active participants of the pension fund by such active participants. The **fifth (5th) member** shall be elected by and from the beneficiaries.

4-2-4 TERM. The members of the Pension Board shall serve for **two (2) years** or until their successors are appointed and have qualified. The term shall begin on the **second (2nd) Tuesday** of the **first (1st) May** after the election. **(See 40 ILCS 5/3-128)**

4-2-5 ELECTION OF BOARD MEMBERS. The election provided for in this Article for elected Board members shall be held biennially on the **third (3rd) Monday** in April at such place as shall be prescribed by the appointed members of the Board and shall be under the Australian Ballot system.

The active pension fund participants shall be entitled to vote only for the active participant members of the Board. All beneficiaries of legal age may vote only for the member chosen from among the beneficiaries. No person shall be entitled to cast more than **one (1) ballot** at such election.

Members of the Board shall neither receive nor have any right to receive any salary from the pension fund for services performed as trustees in that office. **(See 40 ILCS 5/3-128)**

4-2-6 VACANCY. Upon the death, resignation or inability to act of any elected board member, a successor shall be elected for the unexpired term at a special election to be called by the Board and conducted in the same manner as the regular biennial election. **(See 40 ILCS 5/3-128)**

4-2-7 MEETINGS. The Pension Board shall meet in regular quarterly meetings on the **second (2nd) Tuesday of July, October, January, and April**, annually, and special meetings may be called by the President. The regular July meeting shall be an organizational meeting, at which the Board shall select from its members a President, Vice-President, Secretary and Assistant Secretary, to serve for the period of **one (1) year**. **(See 40 ILCS 5/3-130)**

4-2-8 POWERS AND DUTIES OF BOARD. The Board shall, in addition to the other powers and duties in this article, have the authority to:

(A) **Control and Manage the Pension Fund.** To control and manage, exclusively, the pension fund, and all money donated, paid or assessed for the pensioning of disabled and retired police officers, their surviving spouses, minor children and dependent parents. All such moneys shall be placed by the Treasurer of the Municipality to the credit of the fund, subject to the order of the Board.

(B) **Order Payments and Issue Certificates.** To order the payment of pensions and other benefits and to issue certificates signed by its President and Secretary to the beneficiaries stating the amount and purpose of the payment.

(C) **Submit Annual List of Fund Payments.** To submit annually to the City Council or Board of Trustees at the close of the Municipality's fiscal year, a list of persons entitled to payments from the

fund, stating the amount of payments, and their purpose, as ordered by the Board. It shall also include items of income accrued to the fund during the fiscal year. The list shall be signed by the Secretary and President of the Board, and at tested under oath. A resolution or order for the payment of money shall not be valid unless approved by a majority of the Board members and signed by the President and Secretary of the Board.

(D) **Draw and Invest Funds.** To draw pension funds from the Treasurer, and invest any part thereof in the name of the Board in:

- (1) interest bearing bonds or tax anticipation warrants of the United States, of the State of Illinois, or of any county, township or municipal corporation of the State of Illinois;
- (2) insured withdrawable capital accounts of State chartered savings and loan associations;
- (3) insured withdrawable capital accounts of federal chartered federal savings and loan associations if the withdrawable capital accounts are insured by the Federal Savings and Loan Insurance Corporation;
- (4) insured investments in credit unions if the investments are insured by the National Credit Union Administration;
- (5) savings accounts or certificates of deposit of a national or State bank;
- (6) securities described in **Item 5.1 of Section 5/1-113 of Chapter 40 of the Illinois Compiled Statutes**, but only subject to the conditions therein set forth;
- (7) contracts and agreements supplemental thereto providing for investments in the general account of a life insurance company authorized to do business in Illinois;
- (8) separate accounts of a life insurance company authorized to do business in Illinois, comprised of common or preferred stocks, bonds, or money market instruments; and
- (9) separate accounts managed by a life insurance company authorized to do business in Illinois, comprised of real estate or loans upon real estate secured by first or second mortgages.

The total investment in such separate accounts shall not exceed **ten percent (10%)** of the aggregate book value of all investments owned by the fund. All securities shall be deposited with the Treasurer of the City and be subject to the order of the Board. Interest on the investments shall be credited to the pension fund.

No bank or savings and loan association shall receive investment funds as permitted by this Section, unless it has complied with the requirements established pursuant to **Section 235/6 of Chapter 30 of the Illinois Compiled Statutes**, shall be applicable only at the time of investment and shall not require the liquidation of any investment at any time.

(E) **Subpoena Witnesses.** To compel witnesses to attend and testify before it upon all matters connected with the administration of this Article, in the manner provides by law for the taking of testimony in the circuit courts of this State. The President or any Board member, may administer oaths to witnesses.

(F) **Appoint Clerk.** To appoint a Clerk and define his duties. No person drawing a pension under this Article shall be employed by the Board.

(G) **Pay Expenses.** To provide for the payment from the fund of all necessary expenses, including clerk hire, printing and witness fees.

(H) **Keep Records.** To keep a public record of all its proceedings

(I) **Make Rules.** To make necessary rules and regulations in conformity with the provisions of this Article, and to publish and transmit copies from time to time to all pensioners and contributors.

(J) **Accept Donations.** To accept by gift, grant, transfer, or bequest, any money, real estate, or personal property. Such money and the proceeds from the sale of or the income from such real estate or personal property shall be paid into the pension fund. **(See 40 ILCS 5/3-130 through 5/3-140.1)**

4-2-9 ANNUAL REPORT BY TREASURER. On the **second (2nd) Tuesday in May** annually, the City Treasurer and all other officials of the Municipality who had the custody of any pension funds herein provided, shall make a sworn statement to the Pension Board, and to the Mayor and Council, of all moneys received and paid out by them on account of the pension fund during the year, and of the amount of funds then on hand and owing to the pension fund. All surplus then remaining with any official other than the Treasurer shall be paid to the Treasurer of the City. Upon demand of the Pension Board, any official shall furnish a statement relative to the official method of collection or handling of the pension funds. All books and records of that official shall be produced at any time by him for examination and inspection by the Board. **(See 40 ILCS 5/3-141)**

4-2-10 PAYMENT OF BENEFITS - FUNDS INSUFFICIENT. Any police officer and any eligible surviving spouse, child or children, or dependent parent of the officer to whom the Board has ordered benefits to be paid, shall receive a yearly benefit payable in **twelve (12)** equal monthly installments, which shall be the aggregate amount to which they are entitled. If at any time there is not sufficient money in the fund to pay the benefits under this Article the City Council or Board of Trustees of the Municipality shall make every legal effort to replenish the fund so that all beneficiaries may receive the amounts to which they are entitled. If, thereafter, there still remain insufficient funds, the beneficiaries shall be paid pro rata from the available funds, but no allowance or order of the Board shall be held to create any liability against the Municipality, but only against the pension fund. **(See 40 ILCS 5/3-142)**

4-2-11 REPORT BY BOARD. The Board shall report to the City Council on the condition of the pension fund. Prior to the Council meeting held for the levying of taxes for the year for which the report is made. The Board shall certify:

- (A) The assets in its custody at such time;
- (B) The estimated receipts during the next succeeding calendar year from deductions from the salaries of police officers, and from all other sources; and
- (C) The estimated amount required during the calendar year to (1) pay all pensions and other obligations provided in this Article, and (2) to meet the annual requirements of the fund as provided in **Chapter 40; Sec. 5/3-125. (See 40 ILCS 5/3-143)**

4-2-12 DEDUCTIONS. There shall hereafter be deducted from the salaries of regular police officers of the City, the sum as may be required by law in the Police Pension Fund, and there shall also be placed in the fund such amount as shall annually be levied from general taxes to provide the reserves required by law. **(See 40 ILCS 5/3-125.1)**

4-2-13 FINANCING. The City Council shall annually levy a tax upon all the taxable property of the Municipality at the rate on the dollar which will produce an amount which, when added to the deductions from the salaries or wages of police officers, and revenues available from other sources, will equal a sum sufficient to meet the annual requirements of the police pension fund. The annual requirements to be provided by such tax levy are equal to (1) the normal cost of the pension fund for the year involved, plus (2) the amount necessary to amortize the fund's unfunded accrued liabilities as provided in **Chapter 40; Sec. 5/3-127 of the Illinois Compiled Statutes.** The tax shall be levied and collected in the same manner as the general taxes of the Municipality, and in addition to all other taxes now or hereafter authorized to be levied upon all property within the Municipality and shall be in addition to the amount authorized to be levied for general purposes as provided by **Chapter 65; Sec. 5/8-3-1 of the Illinois Compiled Statutes.**

The police pension fund shall consist of the following moneys which shall be set apart by the Treasurer of the Municipality:

- (A) All moneys derived from the taxes levied hereunder;
- (B) Contributions by police officers under **Section 4-3-12** of this Article;
- (C) All moneys accumulated by the Municipality under any previous legislation establishing a fund for the benefit of disabled or retired police officers;
- (D) Donations, gifts or other transfers authorized by this Article. **(See 40 ILCS 5/3-125)**

(See 40 ILCS 5/3-101 through 5/3-152)

ARTICLE III – FIREFIGHTERS PENSION BOARD

4-3-1 BOARD ESTABLISHED. Pursuant to the provisions of the Illinois Pension Code for municipalities with a population of **5,000** or more but less than **500,000** inhabitants, a Firefighter's Pension Fund is established for the benefit of firefighters, their surviving spouses, children and certain other dependents, as provided in the aforesaid Illinois Pension Code. **(See 40 ILCS 5/4-101)**

4-3-2 BOARD CREATED. There is hereby created a Board to be known as the **"Board of Trustees of the Firefighter's Pension Fund"**. The Board shall consist of the City Treasurer, City Clerk, Chief Officer of the Fire Department, and the Mayor, together with **three (3)** other persons who shall be chosen from the active firemen of the City and **one (1)** other person who shall be chosen from the firemen who have been duly retired under this Article.

(A) The members of the Board to be chosen from the active and retired firefighters shall be elected by ballot in elections to be held on the **third (3rd) Monday in April**, under the Australian Ballot System at such place in the City as shall be prescribed by said Board. No person entitled to vote under the provisions of this Section shall cast more than **one (1) vote** at such election for each candidate for whom he shall be eligible to vote.

(B) In the election for members of the Board to be chosen from the active firefighters, only active firefighters and none other may vote; and in the election for members of the Board to be chosen from the retired firefighters, only the firefighters who have been so retired and none other, may vote. The officers herein elected shall be so elected and shall serve as provided by statutes of the State of Illinois for terms of **three (3) years** and until his or her successor has been duly elected and qualified. **(See 40 ILCS 5/4-121)**

4-3-3 PENSION FUNDS. The Firefighters Pension Fund shall consist of the following moneys which shall be set apart by the Treasurer of the City:

(A) All moneys derived from the taxes levied under **Article 4 of the Illinois Pension Code (40 ILCS 5/4-118)**;

(B) Contributions by firefighters under **40 ILCS 5/4-118.1**;

(C) All moneys accumulated by the City under any previous legislation establishing a fund for the benefit of disabled or retired firefighters;

(D) Donations, gifts or other transfers authorized by the **Illinois Compiled Statutes. (See 40 ILCS 5/3-129.1)**

4-3-4 TAX LEVY. The City Council shall annually levy and tax upon all the taxable property of the City at the rate on the dollar which will produce an amount which, when added to the deductions from the salaries or wages of firefighters, and revenues available from other sources, will equal a sum sufficient to meet the annual requirements of the firefighters pension fund. The annual requirements to be provided by such tax levy are equal to (1) the normal cost of the pension fund for the year involved, plus (2) the amount necessary to amortize the fund's unfounded accrued liabilities as provided by the **40 ILCS 5/4-120**. The tax shall be levied and collected in the same manner as the general taxes of the City, and in addition to all other taxes now or hereafter authorized to be levied upon all property within the City. **(See 40 ILCS 5/4-118)**

4-3-5 EMPLOYEE CONTRIBUTION. Each firefighter shall contribute to the firefighter pension fund **seven and one-half percent (7.5%)** of his or her salary which shall be deducted monthly.

4-3-6 VACANCIES AND RESIGNATIONS. Upon the death, resignation, or inability to act of any elective Board member, his or her successor shall be elected for the unexpired term at a special election, to be called by the Board and conducted in the same manner as the regular election.

4-3-7 COMPENSATION. Members of the Board shall neither receive nor have any right to receive any salary from the Pension Fund for services performed as trustees in that office. **(See 40 ILCS 5/4-121)**

4-3-8 QUARTERLY MEETINGS. The Board may hold regular quarterly meetings in July, October, January and April, and special meetings as called by the President.

At the regular July meeting, the Board shall select from its members a president and secretary to serve for **one (1) year** and until their respective successors are elected and qualified. **(See 40 ILCS 5/4-122)**

4-3-9 POWERS AND DUTIES. The Board shall have the powers and duties provided in **Chapter 40, Article 4 of the Illinois Pension Code**, including those powers and duties stated in **Sections 5/4-123 through 5/4-129.1 of said Code.** **(See 40 ILCS 5/4-122)**

4-3-10 ILLINOIS PENSION CODE ADOPTED. Article 4 of Chapter 40 of the Illinois Pension Code is incorporated by reference herein. In case of any conflict between this Article and the statutes, the applicable provisions of the statutes shall control, and as said Code is amended from time to time, the provisions hereof, insofar as any variance may develop therefrom, if any, shall automatically be construed so as to conform therewith. **(See 40 ILCS 5/401 et seq.)**

ARTICLE IV – FOREIGN FIRE INSURANCE BOARD

4-4-1 BOARD ESTABLISHED. There is hereby established a Foreign Fire Insurance Board which shall consist of **three (3) members** of the Fire Department.

4-4-2 ELECTION. The members of the Fire Department shall elect annually from their membership **three (3) firemen** who shall serve as the Board of Directors. The election shall take place at the regular monthly meeting in January of each year.

4-4-3 OFFICE; TERMS. The members of the Board shall elect a President, Vice-President, a Secretary and Treasurer at its first meeting following the election. The officers shall serve for **one (1) year** until their successors are elected and qualified.

4-4-4 SECRETARY. The Secretary shall take minutes at all meetings and shall be the custodian of the Board's records.

4-4-5 TREASURER'S BOND. The Treasurer shall be bonded for a minimum of **Twenty-Five Thousand Dollars (\$25,000.00)** to be paid for by the City. The bond shall be approved by the Mayor, as the case may be, conditioned upon the faithful performance by the Treasurer of his/her duties under this Article.

4-4-6 APPROPRIATION BY COUNCIL. The Council shall include in the annual budget and appropriation ordinance all revenues received from the Foreign Fire Insurance Tax as provided in **65 ILCS 5/11-10-1**. Those funds once received shall be transferred to the Foreign Fire Insurance Board's Treasurer.

4-4-7 AUDIT. The fund shall be audited whenever the municipal audit is conducted each year to verify that the purchases are for the maintenance, use and benefit of the municipal fire department.

4-4-8 DUTIES OF THE BOARD. The Board shall prepare all the necessary rules and regulations with respect to the operations of the Board and the management of the revenues appropriated to the same.

(A) The Board shall develop and maintain a listing of those items that it feels are appropriate expenditures under this Article and the Treasurer of the Board shall pay out the money upon the order of the Board for the maintenance, use and benefit of the Fire Department of the City.

(B) The Board shall report to the corporate authorities annually where the monies from this tax have been expended.

(See 65 ILCS5/11-10-1)

CHAPTER 6 – BUILDING REGULATIONS

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CHAPTER 6

BUILDING REGULATIONS

ARTICLE I – PROPERTY MAINTENANCE

6-1-1 PURPOSE. The intent and purpose of this Chapter is to protect the public health, safety and the general welfare of the citizens of the City of Anna. These general objectives include, among others, the following specific purposes:

- (A) To protect the character and stability of residential areas within the City.
- (B) To ensure minimum standards concerning the maintenance of non-owner-occupied dwellings within the City.
- (C) To prevent conditions which would be injurious to the life, health safety or general welfare of the occupants of non-owner-occupied dwellings or neighboring properties.
- (D) To provide minimum standards for the maintenance of existing non-owner-occupied residential buildings to preclude unsuitable residential housing.
- (E) To preserve the taxable value of land and buildings throughout the City.
- (F) Concerning non-owner-occupied dwellings, to fix the responsibility and duties of owners, operators, agents, and occupants of such dwellings, dwelling units, rooming houses, multiple dwellings, and rooming units so that they are fit for human habitation.
- (G) To fix penalties for the violations of this Chapter.

It is the intent of this Chapter that each provision of this Article shall be liberally construed to effectuate the purposes as stated above.

Nothing in this Article shall be deemed to abolish or impair existing remedies of the City or its officers or agents relating to the removal or demolition of any buildings which are deemed dangerous, unsafe or unsanitary or the abatement of any nuisance.

6-1-2 APPLICABILITY TO NON-OWNER-OCCUPIED DWELLINGS. Within the corporate limits of the City, each building or premises, or any part thereof, used, designed, or intended to be used for any non-owner-occupied dwelling purpose shall be subject to inspection. Each such dwelling shall comply with the provisions of this Article, irrespective of when such building shall have been constructed, altered or repaired, and irrespective of any permit or license which shall have been issued for the construction or repair of the building or for the installation or repair of equipment or of the facilities prior to the effective date of this Chapter. This Chapter establishes minimum standards required to be met at all times for non-owner-occupied dwellings, apartments, land and rooms.

6-1-3 INSPECTIONS AUTHORIZED.

- (A) The City Code Enforcement Officer and the Fire Department, and/or their designee, are hereby authorized to conduct inspections of any and all rental dwellings, or units thereof within the City limits to determine compliance with this Chapter.
- (B) The City Code Enforcement Officer and Fire Department, and/or their designee, are hereby authorized to enter, examine, and evaluate all rental dwellings within the City limits. All inspections shall occur at a reasonable hour, with a minimum of **three (3) days' notice**, EXCEPT in emergency situations where the life, health and/or safety of any individual is threatened.

6-1-4 FREQUENCY OF INSPECTIONS. Other than hotels and motels as defined herein, inspection of non-owner-occupied dwellings shall be subject to inspection each time it is rented, let, or sublet, but no less than every **two (2) years**. The City Inspector will conduct the inspection and confirm that the basic standards set forth in Sections 6-1-7, 6-1-8 and 6-1-9 hereunder, are complied with.

6-1-5 CONFLICT WITH OTHER ORDINANCES. In any case where a provision of this Article is found to be in conflict with a provision of any zoning, building, electrical, plumbing, fire, safety, or health ordinance, or regulation of the City regulating existing buildings, the provision which establishes the most restrictive standard shall prevail.

6-1-6 DEFINITIONS.

Accessory Structure. A detached structure which is not used and not intended to be used for living or sleeping by human occupants and which is located on the same premises as a principal structure and the use of such accessory structure is incidental to the principal structure.

Approved. Approved by the City Code Enforcement Officer of the City of Anna, Illinois, or his/her designee.

Basement. That portion of a building partly underground by having more than half of its floor-to-ceiling height below the average grade of the adjoining ground.

Bathroom. Enclosed space containing one or more bathtubs, showers, or both, and which may also include toilets, lavatories, or fixtures serving similar purposes.

Building. A combination of any materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property. The word "building" shall be construed, when used herein as though followed by the words "or parts thereof" unless the context clearly requires a different meaning.

Dwelling. Any building which is wholly or partly used, designed, or intended to be used for living or sleeping by human occupants, provided that "temporary housing" as hereinafter defined shall not be regarded as a dwelling.

Dwelling Unit. Any room or group of rooms located within a dwelling forming a single habitable unit with facilities which are used, designed or intended to be used for living, sleeping, working and eating.

Egress. Arrangements and openings to assure a safe means of exit from buildings.

Exterior Property Areas. Open Spaces on the premises and vacant open space on adjacent premises.

Extermination. The control and elimination of insects, rodents, or other pests by eliminating their harborage; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the proper authorities.

Garbage. Anything that may decompose and become offensive or dangerous to health, including, but not limited to waste products resulting from handling, storage, preparation, cooking and consumption of food.

Guest. A person invited to visit or stay in someone's dwelling.

Habitable Room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes.

Hot Water. Water heated to a temperature of not less than **one hundred degrees Fahrenheit (100°F)** at the outlet.

Hotel. A commercial establishment with **six (6)** or more rooms to rent, providing temporary lodging and services to paying guests.

Infestation. The presence, within or contiguous to a dwelling, dwelling unit, rooming house, multiple dwelling, rooming unit, or premises, of insects, rodents, vermin and other pests.

Inspector. City Code Enforcement Officer or his/her designate.

Kitchen. Any room containing the following equipment: sink or other device for dishwashing; stove or other device for cooking; refrigerator or other device for cold storage of food; cabinets or shelves for storage of cooking equipment and utensils; and counter or table for food preparation.

Landlord. A person/entity who/which rents land, a building, a room, or an apartment to a tenant.

Let. Any lease, agreement or arrangement permitting occupancy or use; and also any contract for deed, or agreement to purchase, or unrecorded deed permitting occupancy or use of a dwelling unit which is not actually receiving the General Homestead Exemption from taxation under 35 ILCS 200/15-175 during said occupancy or use.

Lodging. A place in which someone lives or stays temporarily.

Meaning of Certain Words. Whenever the words "dwelling," "dwelling units," "rooming units," "premises," "structure" are used in this Article, they shall be construed as though they were followed by the words "or any part thereof." Words used in the singular include the plural, and in the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

Mobile Homes. A factory-assembled, movable dwelling designed and constructed to be towed in its chassis, comprised of frame wheels, to be used without a permanent foundation, and distinguishable from other types of dwellings in that the standards to which it is built include provisions for its mobility on that chassis as a vehicle. Removal of the tongue, wheels, or hitch, or placement of the structure upon a permanent foundation shall not be considered in determining whether or not a structure is a mobile home.

Motel. A roadside hotel designed to provide temporary lodging and parking for people who are traveling.

Multiple Dwelling. Any dwelling containing more than **one (1) dwelling unit** and/or rooming unit.

Occupant. Any person living, sleeping, cooking, or eating in, or having actual possession of a dwelling unit or rooming units.

Operator. Any person who has charge, care or control of a multiple dwelling, hotel, motel or rooming house, in which dwelling units or rooming units are let or offered for occupancy.

Owner. Any person or entity who shall have a legal, equitable or beneficial interest in the subject of real estate, or any improvements thereto, or a reversionary leasehold interest in the subject real estate, or any improvements thereto, or a capacity to manage the subject real estate or any improvements thereto pursuant to an Order of Court, power, or agreement.

Person. Any individual, firm, corporation, association, partnership, or other legally recognized entity.

Plumbing. All of the following facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, showers, installed clothes washing machines, catch basins, drains, vents, and any other similar

equipment and fixtures, and the installation thereof, together with all connections to water, sewer or gas lines.

Potable Water. Water duly approved as satisfactory and safe for drinking by the Illinois Environmental Protection Agency.

Premises. A lot, plot or parcel of land including any buildings or structures thereon.

Public Sewer. A sewerage system operated by the City and available for public use.

Rent. Money, or another form of compensation, paid for the use of a dwelling, apartment, or room within a dwelling.

Rental Dwelling. Any dwelling or dwelling unit which is occupied pursuant to a lease or other rental agreement or arrangement. A single-family dwelling being purchased by the occupant pursuant to a contract for deed is not a rental dwelling.

Rooming House. Any dwelling or part of a dwelling containing **one (1)** or more rooming units in which space is rented by the owner or operator to persons who are not the husband, wife, father, mother, son, daughter, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece or cousin of the first degree of the owner or operator.

Rooming Unit. Any room or group of rooms intended to be used for living or sleeping but not for cooking purposes.

Rubbish. Combustible and noncombustible waste material, except garbage.

Sewage. Waste from a flush toilet, bath, sink, lavatory, dishwashing or laundry machine, or the water carried waste from any other fixture or equipment or machine.

Structure. A combination of any materials, whether fixed or portable, forming construction, including buildings. The word structure shall be construed as though followed by the words "or part or parts thereof."

Supplied Facilities. Facilities paid for, furnished or provided by, or under the control of the owner or operator.

Temporary Housing. Any tent, recreational vehicle as defined by 625 ILCS or other structure used for human shelter which is designated to be transportable and which is not attached to the ground, to another structure, or to any utility system for more than **fifteen (15) consecutive days**, or **thirty (30) days**, during any calendar year.

Ventilation. Supply and removal of air to and from any space by natural or mechanical means.

Vermin Harborage. Any place where rats, mice, raccoon, opossum, groundhog, stray cats or other animals that are pests can live, nest or find shelter.

Vermin Proofing. A form of construction which will prevent the ingress or egress of vermin to or from a given space or building, or gaining access to food, water, or vermin harborage. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by vermin by climbing, burrowing or other methods, by the use of materials impervious to vermin gnawing and other methods approved by the appropriate authority.

6-1-7 STANDARDS FOR NON-OWNER-OCCUPIED PROPERTY. No person/entity shall rent or let to another for occupancy, any dwelling unit which does not comply with the following requirements:

(A) **Free from Hazards.** All such rental/let property shall be free from conditions which might create a health, accident or fire hazard, or which might endanger the public welfare, including, but not limited to: holes, exposed wires; absent switch plate/outlet covers; broken outlets or switches; inoperative or abandoned vehicles or machinery; unused household goods or appliances and other objects or materials. Walks, steps, and driveways that contain holes or tripping hazards shall be filled, repaired, or replaced as necessary. No unlicensed, inoperable junk, or nuisance motor vehicle nor other nuisance as defined within the City Ordinances No. 530, 2004-01, and 2014-04 shall be permitted on the premises.

(B) **Free from Rubbish and Garbage.** Disposal of rubbish and other refuse shall be done in accordance with all regulations of the City. The property shall be free of accumulating rubbish and garbage.

(C) **Sewage.** Sewage must be legally discharged into the public sewage system.

(D) **Noxious Weeds.** Exterior property areas shall be kept free of all weeds which are detrimental to the public health, including, but not limited to ragweed, poison ivy, poison oak, and poison sumac.

(E) **Insect and Vermin Harborage.** Insect or vermin breeding areas, harborage, or infestation shall be eliminated.

(F) **Storage of Materials.** In the event that occupancy usages would result in stacking or piling materials, the materials shall be so arranged as to prevent the creation of a vermin harborage area. No stacking or piling of material shall take place against the exterior wall of the structure.

(G) **Water.** Water shall not be permitted to accumulate or stand on the premises so as to create any stagnant condition, mosquito breeding ground, offensive smell, unsightly condition, unsafe or hazardous condition or other condition potentially harmful to the public health or safety.

6-1-8 STANDARDS FOR MAINTENANCE OF DWELLINGS AND DWELLING UNITS. No person or entity shall own or occupy or let to another for occupancy and dwelling or dwelling unit which does not comply with the following requirements:

(A) **Foundations, Floors, Walls, Ceilings and Roofs.** Every foundation, floor, wall, ceiling and roof shall be reasonably weather tight and vermin proof, shall afford privacy, and shall be kept in good repair. The foundation elements shall adequately support the building at all points; floors shall be free of hazard; every exterior wall shall be free of holes, breaks, loose or rotting boards and timbers, and any other condition which might admit vermin, rain or dampness to the interior portions of the walls, or the interior spaces of the dwelling; all exterior surface materials shall be protected from the elements and decay by paint or other protective covering or treatment, when required to prevent deterioration. Paint or other protective materials must be maintained free of deterioration, in sound condition and good repair. Interior walls shall be free of holes and large cracks, loose plaster and other structural material. The roof shall be tight and shall have no defects which admit rain. All openings for pipes, conduits and other utility services accessible to vermin shall be closed solidly for the full thickness of the wall, floor, roof, etc., with an approved vermin proof material or fitted with a collar or shield, securely fastened to the wall or floor.

(B) **Windows, Exterior Doors and Basement Hatchways.** Every window, exterior door, and basement hatchway, shall be reasonably watertight, and vermin proof, and shall be kept in good working condition and good repair.

(C) **Stairs and Porches.** Every inside and outside stair, every porch and every appurtenance to any of the foregoing shall be safe to use and capable of supporting the loads that normal use may cause to be placed thereon, and all of the aforesaid shall be kept in sound condition and good repair.

(D) **Chimneys, Flues, and Vents.** All chimneys, flues, and vents on every structure used for human habitation shall be structurally sound, free from defects and capable of performing the function for which the same are designed or used.

(E) **Rubbish and Garbage.** The interior of every structure used for human habitation shall be maintained free from rubbish and garbage that might become a health, accident or fire hazard.

6-1-9 STANDARDS FOR BASIC EQUIPMENT AND FACILITIES. No person or entity rent or let to another for occupancy any dwelling or dwelling unit intended for the purposes of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

(A) **Kitchen Equipment.** A room or portion of a room in which food may be prepared and/or cooked, including:

(1) A kitchen sink in good working condition and properly connected to the City's water and sewage system in accordance with the applicable ordinances of the City and the statutes of the State of Illinois.

(2) All appliances, when provided, shall be in good working condition.

(B) **Toilet Facilities.** A room affording privacy to a person within said room and which is equipped with a flush water closet and lavatory basin, both in good working condition and properly connected to the City's water and sewage system in accordance with the applicable ordinances of the City, and statutes of the State of Illinois.

(C) **Bathing Facilities.** A room which affords privacy to a person within said room and which is equipped with a bathtub or shower in good working condition and properly connected to the City's water and sewage system in accordance with the applicable ordinances of the City, and statutes of the State of Illinois. The room containing the toilet facilities required in paragraph (B) above, and the room containing the bathing facilities required by the provisions of this subsection may be one and the same room.

(D) **Water Supply.** Every kitchen sink, lavatory basin, and bathtub or shower required under the provisions of this Article shall be properly connected to the City's water system with both hot and cold-water lines.

(E) **Water Heating Facilities.** Every dwelling unit shall have water heating facilities which are properly installed and connected and are capable of heating water.

(F) **Garbage Storage Facilities.** Every dwelling unit shall have adequate garbage storage containers. Garbage shall be placed in containers with tightly fitted lids. Containers shall not be located in such a manner to be visually offensive, a health threat, or a nuisance due to the blowing of debris from the containers by the wind odors from the container or for any other reason. Containers, except on the day of pick-up, shall be situated immediately adjacent to a building, containers shall not be placed or situated adjacent to any street or alley within any yard, except as herein provided.

(G) **Rubbish Storage.** No rubbish shall be stored or placed upon any premises or within a dwelling unit, except rubbish may be temporarily placed within containers with tightly fitted lids or inside an accessory structure in a manner such that the rubbish creates no nuisance, fire hazard, vermin harborage, or other danger.

(H) **Egress Requirements.** Every dwelling unit shall have at least **one (1)** unobstructed means of egress that leads to a public street or alley either directly or through a court or yard. Every dwelling unit located on the second or higher story shall have at least **two (2)** such exits. An emergency escape ladder placed upon each second or higher story shall be considered an acceptable second means of egress as long as it is UL Underwriters Laboratory listed and approved. The requirement to provide an approved emergency escape ladder shall be the sole responsibility of the owner. Passage to a dwelling unit's exit(s) shall not lead through any other dwelling unit or through a space that might reasonably be locked by anyone who is not a member of the household. Any basement bedroom shall have **two (2) exit(s)**, if one is a window, it shall be at least **5.7 square feet** of clear opening.

(I) **Smoke Detectors.** Every dwelling unit shall be equipped with a properly installed smoke detector on each story of the dwelling unit and within **fifteen (15) feet** of each sleeping

room area, which detector shall comply with the applicable ordinances of the City and with the statutes of the State of Illinois.

(J) **Carbon Monoxide Detectors.** Every dwelling unit shall be equipped with a properly installed carbon monoxide detector on each story of the dwelling unit and within **fifteen (15) feet** of each sleeping room area, which detector shall comply with applicable ordinances and codes of the City and with the statutes of the State of Illinois.

(K) **Plumbing.** Every dwelling unit shall have properly installed sewer lines, water lines, plumbing fixtures, vents, and drains all of which shall be maintained free from obstructions, leaks, or defects so as to prevent structural deterioration or health hazards. All plumbing shall comply with the State of Illinois Plumbing Code and applicable ordinances of the City.

(L) **Stairway and Porches.** Every stairway, inside or outside a dwelling, and every porch shall be kept in a safe condition, free of deterioration, and in sound repair. Every open stairwell and every flight of stairs and every porch shall comply with applicable City ordinances.

(M) **Heating Facilities.** Every dwelling shall have permanent heating facilities which are properly installed, maintained in safe and good working condition with proper safety devices; and which are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein, to a temperature of at least **sixty-eight degrees Fahrenheit (68°F)** under ordinary winter conditions. Permanent heating facilities are not capable of being readily moved around the dwelling and are generally affixed directly to the building. Examples of permanent heating facilities include but are not limited to oil; gas, electric and coal furnaces or boilers; electric heat pumps; wood furnaces or stoves, electrical baseboard heaters, active or passive solar services; or devices connected to a district heating system. Permanent heating facilities can be used singly or in combination to meet the performance standards contained herein. Any auxiliary heater shall be UL approved and equipped with automatic shutoff. Auxiliary heating devices include but are not limited to portable electric space heaters and portable kerosene or oil heaters.

6-1-10 STANDARDS FOR ROOMING HOUSES. Notwithstanding anything in this Article to the contrary, no person or entity shall operate a rooming house, or let to another for occupancy in any rooming house, unless such rooming house complies with the following requirements:

(A) **Bathing and Toilet Facilities.** At least **one (1)** flush water closet, lavatory basin and bathtub or shower, in good working condition and properly connected to sewer and water system in accordance with the applicable articles and ordinances of the City and the laws of the State shall be supplied for **six (6) persons** or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of said facilities. Such bathing and toilet facilities shall be reasonably accessible from a common hallway or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times.

(B) **Means of Egress.** Every rooming unit shall have immediate access to not less than **two (2)** safe, unobstructed means of egress, leading to safe and open space at ground level.

(C) **Maintenance.** Every rooming house shall be maintained in a safe and sanitary condition and full compliance with those standards set forth in Sections 6-1-7, 6-1-8 and 6-1-9 of this Chapter.

(D) **Hotels and Motels.** Every provision of this Chapter, applicable to rooming houses, shall apply equally to hotels and motels.

(E) **Mobile Homes.** Every provision of this Article applicable to rooming houses shall apply equally to mobile homes used for rooming houses.

6-1-11 PRIMARY RESPONSIBILITIES.

(A) **Intent.** It is the intent of this Section to establish primary responsibilities in certain areas of compliance with the provisions of this Article. Each owner and/or occupant shall have the responsibility for compliance with this Article and be subject to enforcement, notwithstanding an agreement assigning primary or other responsibility to the other or to a third person.

(B) **Primary Responsibilities of Occupants.** Every occupant of the age of **eighteen (18) years** or older shall be primarily responsible as to that part of any building, structure or premises over which such occupant shall have a right to possession or control, for the following:

- (1) To keep the same in a clean and sanitary condition.
- (2) To not permit rubbish, garbage or other materials to accumulate so as to create a vermin harborage.
- (3) To dispose of rubbish, garbage and other material in the manner provided by City ordinances.
- (4) To not do anything to cause intentional interruption or disconnection of any utility for which the occupant is liable.
- (5) To maintain and replace required screens after the owner has fulfilled all his/her primary responsibilities regarding the same as hereinafter set forth in subsection (C) of this Section.
- (6) To remove any abandoned or inoperative vehicle or machinery owned by the occupant as provided by City ordinance.

(C) **Primary Responsibilities of Owners.** Every owner shall be responsible as to that part of any building, structure or premises over which such owner has the right to possession or control, including but not limited to areas used by the public or used in common by occupants of **two (2)** or more dwelling units, as hereinafter set forth (such responsibilities shall likewise apply to any other part of a building, structure or premises where the content of any such responsibility so implies) as follows;

- (1) To keep the same in a clean and sanitary condition.
- (2) To not permit rubbish, garbage or other materials to accumulate so as to create a vermin harborage.
- (3) To comply with the City's rules and regulations pertaining to garbage/rubbish containers.
- (4) To ensure that their rental property is free from insects and vermin.
- (5) To keep and maintain all supplied facilities in good and proper condition and operation.
- (6) To provide and maintain in working order a permanent heating system as specified in this Chapter.
- (7) To not do anything to cause an intentional interruption or disconnection of any utility for which the owner is liable.
- (8) To remove any abandoned or inoperative vehicle or machinery not owned by the current occupants from the premises as provided in City ordinances.

6-1-12

ENFORCEMENT.

(A) **Enforcement Officer Duties.** The Chief Code Enforcement Officer of the City and Inspectors of the Fire Department or authorized designees of each, are hereby authorized and directed to administer and enforce the provisions of this Chapter. This broad responsibility encompasses, but is not limited to, the following specific duties:

- (1) To inspect dwellings, accessory structures, and residential premises in accordance with this Chapter.
- (2) To take appropriate actions to correct violations of this Chapter.
- (3) To maintain up-to-date records of all matters pertaining to the administration and enforcement of this Chapter.
- (4) To attend the applicable meetings of the City Council, any Court hearings concerning this Chapter, and to cooperate with the corporate authorities, including the City Attorney's office.
- (5) To prepare a uniform inspection checklist.
- (6) To make surveys in any area of the City to determine the general condition of structures used for human habitation, the extent of any deterioration, lack of facilities and maintenance, unsafe and unsanitary

conditions, the extent of overcrowding and land use, and any other matters relating to the provision and requirements of this Chapter.

- (7) To perform such other duties as the corporate authorities may from time to time prescribe.

(B) **Inspections.** In order to safeguard the health, safety, and welfare of the public, the City Code Enforcement Officer and Fire Department are hereby authorized to make exterior and interior inspections of all dwellings, dwelling units, rooming houses, rooming unit hotels, motels, multiple dwelling and premises, when the same shall appear necessary to determine the conditions thereof and the compliance or noncompliance with the provisions of this Chapter. Immediate access to and entry to any such dwelling, dwelling unit, rooming house, rooming unit hotel, motel, multiple dwelling or premises, shall be afforded any such inspector in the case of an emergency determined by the City Code Enforcement Officer or Fire Department to exist. No such access and entry shall be required, however, unless such inspector shall first identify himself/herself and request entry; and exhibit his/her badge or other visual identification to any person entitled to the same who requests said identification. Every owner, owner's agent, and occupant of a rental dwelling(s) shall provide access to the rental dwelling(s) as required by this Chapter. If any owner or occupant of a dwelling unit fails or refuses to permit free access and entry to the structure or premises under his/her control, or any part thereof, with respect to which an inspection authorized by this Chapter is sought to be made, the City may withhold any/all utility and water service to that premises and declare same to be uninhabitable.

(C) **Notice of Violations.** Except as otherwise provided in this Article, in those instances where the City Code Enforcement Officer or Fire Department shall determine that there exists a violation of this chapter written notice of such violation shall be given the person alleged to have committed the violations or to be responsible for the violations. In the case of rental dwellings, notice of violations shall be given to the owner or the owner's agent and the occupant of the rental dwelling or unit. Such written notice shall state the alleged violations and a legal description or local address of the structure in violation. It shall state that such violation must be corrected within a reasonable time period specified by the City Code Enforcement Officer or Fire Department based on the nature and severity of the violation. Such notice may be personally served on the person to whom addressed or may be sent by first class, registered, or certified mail, to the last known address of the addressee; such service may mail shall be deemed to have been served at the time of the deposit in the mail thereof. Service shall also be made by posting a placard copy of such notice in a conspicuous place in or about the building, structure or premises in question. Notwithstanding anything to the contrary, notice may be given in any other manner permitted by law in the service of process in civil cases.

(D) **Unfit Dwelling Units.** In addition to any other rights and powers granted the City Code Enforcement Officer and Fire Department under the provisions of this Article, the City Code Enforcement Officer or Fire Department may designate and find unfit for human habitation any dwelling, dwelling unit, rooming house, hotel, motel, rooming unit, multiple dwelling or premises and may so placard the same, in a manner described in subsection (C) of this Section upon determining that one or more or all of the following conditions exist:

- (1) The building, structure or premises lacks sanitation, heat or other facilities adequate to protect the health and safety of the occupants or of the public.
- (2) The building, structure or premises is damaged, decayed, unsanitary, unsafe or vermin infested in such a manner and to such extent as to create a serious hazard to the health and safety of the occupants or of the public.
- (3) The building, structure or premises, because of the location thereof, the general conditions existing, the state of the premises or number of occupants, is so unsanitary, unsafe, overcrowded or otherwise detrimental to the health and safety that it creates a serious hazard to the health and safety of the occupants or the public.

(E) **Notice of Intent to Vacate.** Whenever the City Code Enforcement Officer or Fire Department determines that a dwelling, unit, rooming house, rooming unit, or multiple dwelling, is unfit for human habitation as provided in subsection (D) of this Section, it shall include such findings

within the notice of violations provided for in subsection (C) of this Section, and it shall also include a statement of its intent to vacate and placard the dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling, if compliance with the provisions of the notice of violation has not been secured.

(F) **Order to Vacate.** Whenever a notice of violation, as provided for under subsection (C) of this Section, has not been complied with, the City Code Enforcement Officer or Fire Department may order the dwelling to be vacated. A copy of such notice to vacate shall be served on the owner, agent, operator or the occupant, as provided in subsection (C) of this Section.

(G) **Vacating an Unfit Dwelling.** Any dwelling or dwelling unit, rooming house, rooming unit, or multiple dwelling designated as unfit for human habitation pursuant to subsection (D) of this Section and ordered vacated as provided in subsection (F) of this Section, shall be vacated within such reasonable time as the City Code Enforcement Officer or Fire Department may specify in the order. No such dwelling, dwelling unit, rooming house, or multiple dwelling shall again be used for human habitation and the placard removed until written approval is secured from the City Code Enforcement Officer or Fire Department.

(H) **Removal of Placard.** No person shall deface or remove the placard from any dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling which has been designated as unfit for human habitation.

(I) **Vacated Dwellings Made Secure.** The owner, agent, or operator of any dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling shall make safe and secure in whatever manner the City Code Enforcement Officer or Fire Department shall deem necessary. Any vacant building open at a door or window or other unenclosed opening shall be deemed dangerous to human life and a nuisance within the meaning of this provision.

(J) **Power to Act in Emergencies.** Notwithstanding the notice of violation provisions of this Section as provided by subsection (C) of this Section, whenever the City Code Enforcement Officer or Fire Department, at any time, shall determine that a violation of this Chapter exists and that such violation is of such a nature as to require immediate action to abate a hazard or immediate danger to the health, safety, or welfare of the occupants of any building or structure of the public, the City Code Enforcement Officer or Fire Department may issue an order citing the violation and ordering the immediate abatement or removal or correction of such hazard or danger as the City Code Enforcement Office or Fire Department deems necessary and proper. Any order issued under the provision of this subsection shall be and become effective immediately upon the issuance thereof. The powers granted by this subsection shall be in addition to any and all other rights and powers granted by law.

(K) **Transfer of Interest in Certain Property.** No person having any interest in any property that is described in any violation of this Chapter or any order issued under this Chapter shall sell, transfer, grant, convey, mortgage, lease or otherwise dispose of any such interest in said property so long as any such violation continues to exist, unless such person having the right to sell, transfer, grant, convey, mortgage, lease or otherwise dispose of any such interest in said property shall first furnish to the intended purchaser, transferee, grantee, donee, mortgagee, lease or other intended recipient of such property interest a true and exact copy of such notice or order, and concurrently therewith furnish the City Code Enforcement Officer and Fire Department with the names and addresses of all such parties.

(L) **Records.** All requests to inspect and/or copy records or documents prepared, maintained and under the control of the City shall be made in accordance with Illinois Freedom of Information Act.

6-1-13 PENALTY. Any person who shall violate or assist in the violation of any provisions of this Chapter shall, be fined in accordance with the City's Uniform Schedule of Fines for each offense. Each day that such violation continues shall constitute a separate offense. In addition, said persons shall be subject to an action for injunction to eliminate or to prevent violations of this Chapter or of any other applicable Code of the City related thereto. The City, at its discretion, may refuse to provide and/or may disconnect water, sewer and gas service until any/all fines assessed pursuant to this Section are paid in full.

(Ord. No. 2019-07; 08-06-19)

ARTICLE II – FENCING STANDARDS

6-2-1 **ADOPTION BY REFERENCE.** The City Council adopts **Exhibit "A"** entitled Fencing Standards as provided therein. **(Ord. No. 2020-12; 07-07-20)**

EXHIBIT "A"

PERMIT AND FENCING INFORMATION

This packet is designed to assist you with obtaining a fence permit by explaining the City's fencing requirements. It is intended to give a general overview of the fencing requirements. Refer to the Zoning Code for more specific regulations on fences. Contact the Zoning Administrator at 618-833-7813 for questions on City of Anna fencing requirement and permits.

Permit and Fees

- A fence permit is required prior to the installation, reconstruction, enlargement, or structural alteration of any fence. When a fence permit is issued for the screening of storage areas or trash enclosures the landscaping requirements of the Zoning Code shall apply.
- Permits can be obtained from the City of Anna's website at www.cityofanna.org.
- A copy of the current plat of survey showing proposed fence heights and fence material is required with a fence permit submittal.
- It is the responsibility of the contractor/homeowner to contact J.U.L.I.E. at (800) 892-0123 or 811 to mark any utilities prior to digging postholes.
- After the installation of a fence, you need to call 618-833-7813 to schedule a final inspection.
- In instances where the City Code Enforcement Officer or Public Works Department determines that there exists a violation of the Fencing Standards Ordinance, written notice of such violations shall be given the person alleged to have committed the violation or to be responsible for the violations. Such written notice shall state the alleged violations and it shall state that such violation must be corrected within a reasonable time period specified by the City Code Enforcement Officer or Public Works Department.
- Violations of the Fencing Standards Ordinance are subject to the schedule of fines located in Ordinance 2019-06.

Considerations

It is a good idea to discuss fence plans with your neighbors since the installation of a fence not only affects your property, but also theirs. Issues on material, location, and cost can be resolved or influenced when neighbors talk to each other ahead of time before any issue arise. Working together can help you solve common problems.

Consider the impact your fence may have on the neighbor's ability to use and enjoy their property. For example, on some lots neighbor's driveway extends up to the property line. If you were to install a fence on the property line it could inhibit your neighbor's ability to use their driveway. Be mindful of considerations such as this so both owners are able to enjoy their property without hardships.

Fences can be a long-term investment and therefore thought should go into the fence ahead of time. The following questions and questions similar to these should be addressed prior to installing a fence:

- What are the time and cost commitments to keep the fence maintained and in proper condition over the years;
- What is the life expectancy of the fence (i.e., when will it need to be replaced); and
- Will I need access onto my neighbor's property for maintenance? If so, this should be discussed with the neighbor prior to installation.

If a fence exists along a neighbor's property line it is not a good idea to build another fence next to it. To do this would create a lawn area in between that would be difficult to maintain and would make repairs or maintenance to the exterior of the fence impossible. Instead, either place the end post next to

your neighbor's fence, or with permission from your neighbor you may be able to attach your fence onto theirs.

Since fences may only be installed on your property it is important to know where your property lines are located. It is wise to hire a surveyor to locate your lot corners or property lines before installing the fence. It's better to find out ahead of time where your property lines lie, rather than after the fence is installed and may need to be torn down and replaced in the correct location. ***The City does not locate property lines and is unable to assist in property line disputes.***

Rules and Specifications

- If there is an existing fence on your property and the new fence being installed is meant to replace all or part of the existing fence, the existing fence needs to be completely removed prior to installation of the new fence.
- All fences that completely enclose a residential lot shall have at least one gate access as a means of ingress and egress to the principal building.
- Fences are not allowed on vacant lots unless the lot is immediately adjacent to a property occupied by a building or buildings and under common ownership (contiguous lot under single ownership).
- ***A fence shall not enclose any utility boxes and/or meters.***
- A fence shall not be within 36" of any utility boxes and/or meters.

Fences in Easements

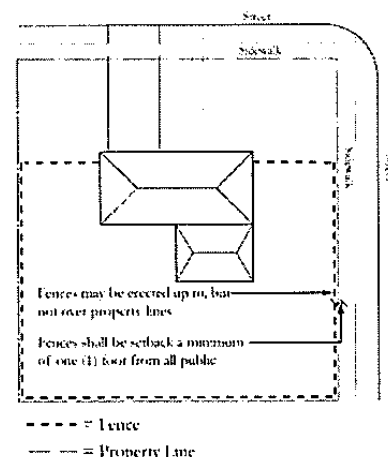
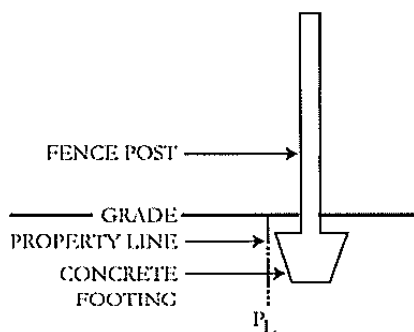
It is recommended that property owners do not locate fences in easements. When a fence is constructed in an easement it is subject to the conditions of the easement. The property owner is responsible for any replacement or repairs to the fence should the City or utility companies need access to the easement.

Fences in the Right-of-Way

No fence, wall or other similar screening material shall be erected or maintained in any public right-of-way except those fences, walls and other screening material erected for the purpose of ensuring the public safety by a public body having proper authority.

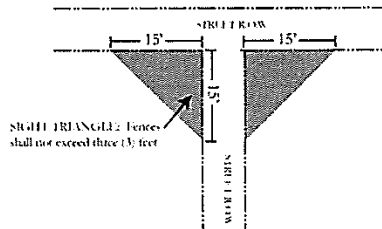
Location

No portion of a fence, including posts and post footings, shall extend past the property line. When fences are adjacent to a public sidewalk, they must be set back a minimum of one (1) foot from said sidewalk.

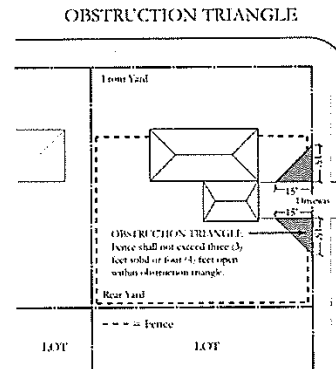


Obstructions

In some locations a fence can obstruct a person's ability to see clearly and become a safety hazard. Because of this, fence height is limited along driveways and at intersections to maintain a clear line of sight for all parties.



Within fifteen horizontal feet (15') of intersecting property lines at public streets, walks, driveways, bike paths, or walking paths, fences shall not exceed three (3') feet in height, whether solid or open fencing is used.



Where a fence abuts a driveway, an obstruction triangle measured fifteen (15) feet along the property line and fifteen (15) feet up the driveway shall be maintained for any fences over three (3) feet solid or four (4) feet open.

FENCING INSTALLATION APPLICATION FORM

FOR OFFICIAL USE ONLY

**CITY OF ANNA
UNION COUNTY, IL**

PERMIT APPLICATION NO. _____

Submitted: _____

Notified: _____

Zoning Classification: _____

WEBSITE _____

FAX _____

PHONE _____

City of Anna, Public Works
105 Market Street
Anna, IL 62906

DIRECTIONS

Read through the entire fence permit.

LAND/PARCEL INFORMATION

PROPERTY ADDRESS _____

PROPERTY OWNER &

CONTACT NAME _____

ADDRESS _____

PHONE () _____

E-MAIL _____

TENANT &

CONTACT NAME _____

ADDRESS _____

PHONE () _____

E-MAIL _____

REQUIRED SUBMITTAL ITEMS/STEPS

- * Current Plat of Survey with indications of fence heights and locations must accompany this form.
- * It is the responsibility of the contractor/owner to notify J.U.L.I.E. at (800) 892-0123 or 811 to mark any utilities prior to digging postholes.
- * Please refer to the Anna Zoning Ordinance for more detailed requirements.

FENCING CONTRACTOR

- * OWNER IS DOING THE WORK OR LIST CONTRACTOR

BUSINESS NAME _____

FEIN # _____

CONTACT NAME _____

TELEPHONE NUMBER _____

FENCING COST

TOTAL COST OF IMPROVEMENTS \$ _____

I, the applicant agree to conform to all applicable laws of the City of Anna. I understand that the approval of this application and issuance of a permit does not obviate the need to comply with all applicable laws and ordinances. I agree to hold harmless and indemnify the City of Anna for any claim against the City as the result of any act of commission or omission by or on behalf of the undersigned, his/her agent, principle, contractor, subcontractor or supplier. I the undersigned am the Owner or a duly contracted representative of the owner of said property.

CONTRACTOR _____

PRINT

CONTRACTOR _____

SIGNATURE

OWNER _____

PRINT

OWNER _____

SIGNATURE

DATE OF COMPLETION _____

FENCING LOCATION RESTRICTIONS

Fences in the Right-of-Way. No fence, wall or other similar screening material shall be erected or maintained in any public right-of-way except those fences, walls or other screening material erected for the purpose of ensuring the public safety by a public body having proper authority.

- ***Fencing in Floodways.*** Fences shall not be permitted in floodway areas as designated on FEMA's flood boundary and floodway map.
- ***Fences in Drainage Swales.*** No permit for any fence shall be issued if the construction or location of said fence would create an unreasonable obstruction to the natural flow of water within any drainage easement. Fences located across drainage swales shall be a minimum of six (6) inches above grade, with the exception of upright posts or bars.
- ***Fences in Easements.*** It is recommended that property owners do not locate fences in easements. When a fence is constructed in an easement it is subject to the conditions of the easement. The property owner is responsible for any replacement or repairs to the fence should the City or utility companies need access to the easement.

GENERAL REQUIREMENTS

THESE ARE GENERAL REQUIREMENTS FOR INSTALLING FENCES. MORE SPECIFIC REQUIREMENTS ARE IN THE ANNA ZONING ORDINANCE.

- ***It is the responsibility of the contractor/owner to notify J.U.L.I.E. at (800) 892-0123 or 811 to mark any utilities prior to digging post holes.***

LOCATION

- No portion of a fence, including posts and post footings, shall extend past the property line.
- When fences are adjacent to a public sidewalk, they must be setback a minimum of one (1) foot from said sidewalk.

MATERIALS AND CONSTRUCTION

- The finished side of a fence must face outward, with all fence posts located on the inside the fence owner's property.
- Fences shall be constructed of materials customarily used and manufactured as common fence materials, including but not limited to: ornamental iron, vinyl, masonry, stone, pressure treated wood or wood having a natural resistance to decay, and chain link. Materials such as broken boards or other discarded materials, wire mesh, tarps and other similar coverings secured to fence are not common fence materials and are therefore not permitted.
- Fences shall be of uniform height, material, type, color and design, and shall be so for the extent of the entire length of fence, except where a fence transitions from one yard to another or from one height to another.
- The City classifies fences as either open or solid construction. An open fence is one that is greater than fifty percent (50%) open as viewed from outside the fence. A solid fence is less than fifty percent (50%) open as viewed from outside the fence.

OBSTRUCTIONS/SIGHT TRIANGLE

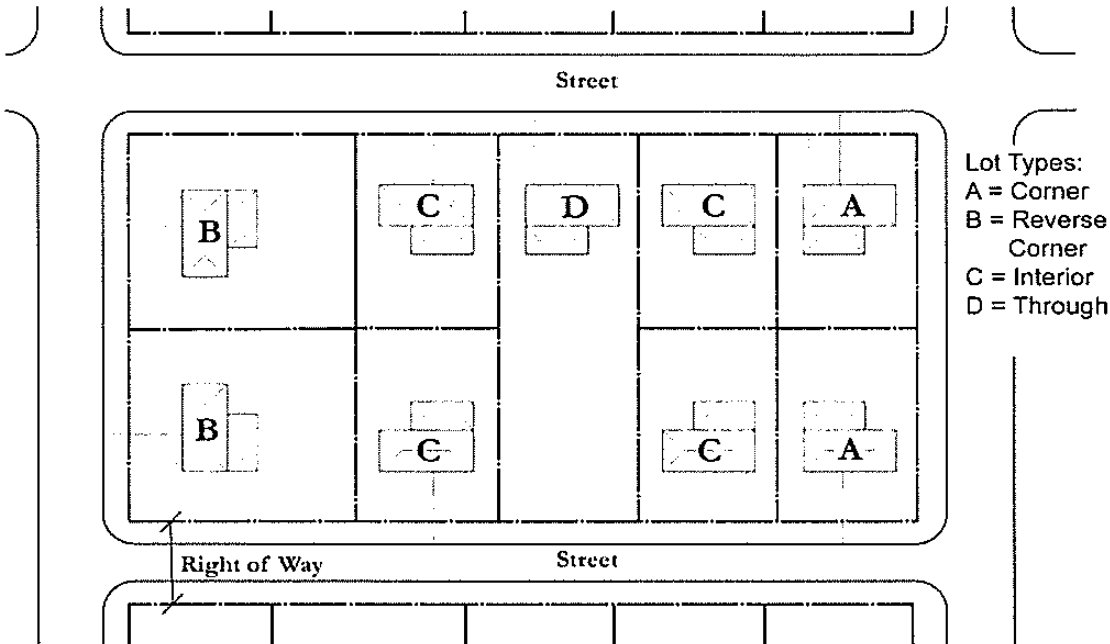
- Within fifteen (15) feet of intersecting property lines at public streets, walks, driveways, bike paths or walking paths, fences shall not exceed three (3) feet in height, whether solid or open fencing is used.

MISCELLANEOUS INFORMATION

- If there is an existing fence on your property and the new fence being installed is meant to replace all or part of the existing fence, the existing fence needs to be completely removed prior to installation of the new fence.
- The International Property Maintenance Code shall regulate fence maintenance and proper fence construction standards, which includes but is not limited to post materials and installation.
- Fences are not allowed on vacant lots unless the lot is immediately adjacent to a property occupied by a building or buildings and under common ownership (contiguous lot under single ownership).
- ***A fence shall not enclose any utility boxes and/or meters.***
- Uniformity for Townhouse Fences. Where a common wall of a structure connects two or more dwelling units, fences for such separate dwelling units shall be of uniform height, material, type, color and design.
- All fences that completely enclose a residential lot shall have at least one gate access as a means of ingress and egress to the principal building.

LOT TYPE

CHECK the applicable lot type below based on the following illustration:



Corner Lot	(Type A)	<input type="checkbox"/>
Reverse Corner Lot	(Type B)	<input type="checkbox"/>
Interior Lot	(Type C)	<input type="checkbox"/>
Through Lot	(Type D)	<input type="checkbox"/>

PROPERTY TYPE

CIRCLE the property type below that the fence will be constructed on. In addition to the general fencing requirements, residential and commercial properties have additional requirements.

Commercial Property *or* *Residential Property*

FENCING MATERIAL AND HEIGHT INFORMATION

REFER TO THE CITY OF ANNA FENCE STANDARDS FOR PERMITTED FENCING MATERIALS AND HEIGHT INFORMATION.

FILL IN the information below only for the lot type your fence is being constructed on.

CORNER LOT – TYPE A

If this is your lot type, **FILL IN or CHECK** the appropriate response.

Front Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Interior Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Lot Width is 50' or greater: Yes ☐ or No ☐

Exterior Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Interior Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Exterior Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

*Note: Rear yards must be at least 20' deep.

REVERS CORNER LOT – TYPE B

If this is your lot type, **FILL IN or CHECK** the appropriate response.

Front Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Interior Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Lot Width is 50' or greater: Yes ☐ or No ☐

Exterior Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Interior Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Exterior Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

*Note: Rear yards must be at least 20' deep.

INTERIOR LOT - TYPE C

If this is your lot type, **FILL IN or CHECK** the appropriate response.

Front Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Lot Width is 50' or greater: Yes ☐ or No ☐

Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

*Note: Rear yards must be at least 20' deep.

THROUGH LOT - TYPE D

If this is your lot type, **FILL IN or CHECK** the appropriate response.

Front Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Interior Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Lot Width is 50' or greater: Yes ☐ or No ☐

Exterior Side Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Interior Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

Exterior Rear Yard

Height _____

Material _____

Material Classification: Solid ☐ or Open ☐

*Note: Rear yards must be at least 20' deep.

CHAPTER 7 – BUSINESS CODE

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CHAPTER 7

BUSINESS CODE

ARTICLE I - ADMINISTRATION

7-1-1 APPLICATIONS.

(A) Applications for all licenses and permits required by this Chapter shall be made in writing to the Municipal Clerk in the absence of provision to the contrary.

- (B) Each application shall contain:
- (1) the name of the applicant;
 - (2) the permit or license desired;
 - (3) the location to be used, if any;
 - (4) Zoning district, if any;
 - (5) the time covered; and
 - (6) the fee to be paid.

(C) Each application shall also contain the number the Certificates of Registration required under the Retailer's Occupation Tax Act, Service Occupation Tax Act, and/or Use Tax Act, if applicable. Each application shall contain such additional information as may be needed for the proper guidance of the municipal officials in the issuing of the license or permit applied for.

7-1-2 PERSONS SUBJECT TO LICENSE. Whenever a license or permit is required in this Code or in any municipal ordinance for the maintenance, operation, or conduct of any business or establishment, or for doing business or engaging in any activity or occupation, any person, firm, or corporation shall be subject to the requirement if by himself or itself, or through an agent, employee or partner, he or it is held forth as being engaged in the business, activity or occupation, or if he or it solicits patronage therefor actively or passively; or if he or it performs or attempts to perform any part of such business, activity or occupation in this Municipality. **(See Appendix "A")**

7-1-3 FORM OF LICENSE. Every license shall be signed by the Mayor and attested by the Clerk under the corporate seal, and no license shall be valid until signed and countersigned as aforesaid, nor shall any person be deemed to be licensed until the same shall have been issued to him in due form.

7-1-4 INVESTIGATIONS.

(A) Upon the receipt of an application for a license or permit, where an investigation or inspection is required by ordinance before the issuance of such permit or license, or where an inspection or investigation shall be deemed reasonably necessary or appropriate, the Clerk, within **forty-eight (48) hours** shall refer the application to the appropriate official(s) for the making of such investigation or inspection,

(B) The official(s) to whom the application has been referred shall make a report thereon, favorable or otherwise within **ten (10) days** after receiving such application or a copy thereof.

(C) The Chief of Police or the County Health Department shall make or cause to be made an inspection regarding such permits and licenses as relate to the care and handling of food, the prevention of nuisances and the spread of disease, and the protection of health. All other investigations, except where otherwise provided, shall be made by the Chief of Police or by some other officer designated by the Mayor.

(D) Upon receipt of all related investigative reports, the Clerk shall forward such reports, together with the application, to the Mayor for evaluation and determination.

(E) If it shall appear to the Mayor that the matters and circumstances relating to an application require further information before a proper determination can be made, such application shall

be returned to the Clerk for the inclusion of such additional information as may be specified necessary and appropriate.

(F) If, after due consideration of the information contained with the application and the related investigative reports, the Mayor shall determine that the matters concerning the application are unsatisfactory, he may disapprove such application, indicating the reasons therefor. Thereupon, the Clerk shall be directed to promptly notify the applicant that his application is disapproved and that no license or permit will be issued.

(G) If, after due consideration of the information contained within the application and the related investigative reports, the Mayor shall determine that the application is satisfactory, he shall approve the application. Thereupon, the Clerk shall be directed to promptly notify the applicant that his application is approved, and the license or permit may be issued.

7-1-5 FEES. In the absence of provision to the contrary, all fees and charges for licenses or permits shall be paid in advance at the time application therefor is made to the Clerk in the amounts prescribed by the corporate authorities. When an applicant has not engaged in the business or activity until after the expiration of the current license year, the license fee shall be prorated by quarters and the fee paid for each quarter or fraction thereof during which the business or activity has been or will be conducted. Except as otherwise provided, all license and permit fees shall become a part of the corporate fund. In no event shall any rebate or refund be made of any license or permit fee, or part thereof, by reason of death or departure of the licensee or permittee; nor shall any rebate or refund be made by reason of non-use of the license or discontinuance of the operation or conduct of the licensed establishment, business or activity. **(See Appendix "A")**

7-1-6 TERMINATION OF LICENSES. All annual licenses shall be operative and the license year for this Municipality shall commence on **May 1st of each year** and shall terminate on **April 30th** of the following year, where no provision to the contrary is made.

The Clerk shall notify all licensees of this Municipality of the time of expiration of the license held by the licensee (if an annual), **three (3) weeks** prior to the date of such expiration. Provided, however, that a failure to make such notification or the failure of the licensee to receive it shall not excuse the licensee from the obligation to obtain a new licensee or a renewal thereof, nor shall it be a defense in an action based upon operation without a license.

7-1-7 BUILDING AND PREMISES. No license shall be issued for the conduct of any business, and no permit shall be issued for any purpose or activity, if the premises and building to be used for the purpose do not fully comply with all applicable ordinances and regulations of this municipality and the State of Illinois. No such license or permit shall be issued for the conduct of any business or performance of any act which would involve a violation of this Code and/or other applicable regulations of this Municipality.

7-1-8 CHANGE OF LOCATION. The location of any licensed business or occupation, or the location of any permitted act may be changed, provided that **ten (10) days** notice thereof is given to the Clerk, in the absence of any provision to the contrary; provided further, however, that all applicable ordinances and regulations of this Municipality shall be complied with.

7-1-9 LOCATION. No license for the operation of a business or establishment in this municipality shall be construed to permit the operation of a licensed business or establishment in more than **one (1) location** in this Municipality; a separate license shall be required for each location of a licensed establishment. For the purpose of this Code, the existence of a single location shall be evidenced by the fact that all buildings containing the principal or accessory uses shall be connected or

shall be located on the same lot or parcel; shall be operated and managed by the same person or owner; and shall be an establishment with the same classification.

7-1-10 NUISANCES PROHIBITED.

7-1-10.1 GENERALLY. No business or establishment, whether licensed or not, shall be so conducted or operated as to constitute a nuisance in fact, and no building, vehicle or structure, yard, lot, premises or part thereof shall be used, kept, maintained, or operated in connection with any business or establishment so as to occasion any nuisance or so as to be dangerous to life or detrimental to health.

[ED. NOTE: The County Health Department should be consulted.]

7-1-10.2 UNSAFE OR UNHEALTHFUL BUSINESS.

(A) No building or structure utilized, constructed or maintained in connection with any business or occupation shall evidence an unsanitary, unsafe or dangerous condition.

(B) No substance, matter or thing of any kind whatsoever, which would be dangerous or detrimental to health, shall be allowed to exist in connection with any business or occupation, or be used in any work or labor performed in this Municipality.

7-1-10.3 REFUSE DISPOSAL.

(A) **Refuse Containers.** The standard refuse container required by this Code shall be a receptacle of not less than **twenty (20)**, nor more than **thirty-two (32) gallons capacity**, constructed of impervious material and sturdy construction with a tight-fitting cover, and equipped with handles properly placed to facilitate handling.

(B) **Duty to Provide Refuse Containers.** The occupant of every building, structure or premises used or maintained in connection with any business or occupation shall provide and maintain in good condition and repair a sufficient number of refuse containers for the temporary storage of all refuse accumulating between collections.

All refuse which is placed for collection service outside any building or structure must be kept in standard refuse containers.

(C) **Refuse Removal.** It shall be the duty of the occupant of every building, structure or premises used or maintained in connection with any business or occupation to cause to be removed, at his own cost and expense, at least once each week, all refuse produced therein.

(D) **Removal of Restaurant Garbage.** Every person owning or controlling any hotel, restaurant, cafe, or retail food establishment where more than **thirty-two (32) gallons** of refuse, is normally produced weekly shall cause all garbage to be placed in sanitary refuse containers and shall cause all substances deposited in such containers to be removed daily from his premises and to be disposed of at his own expense.

7-1-11 INSPECTIONS.

(A) Whenever inspections of the premises for or in connection with the operation of a licensed business or occupation are provided for or required by ordinance or are reasonably necessary to assure compliance with the provisions of any ordinance or regulation of this Municipality, or to detect violations thereof, it shall be the duty of the licensee or the person in charge of the premises to admit thereto, for the purpose of making the inspection, any officer or employee of this Municipality who is duly authorized to make such inspection at any reasonable time that such admission or entry is requested.

(B) Whenever an analysis of any commodity or material is reasonably necessary to assure compliance with the provisions of any ordinance or regulation, or to detect violations thereof, it shall be the duty of the licensee or the person in charge of the premises to give to any duly authorized officer or employee of this Municipality requesting the same, sufficient samples of such material or commodity for such analysis upon official request.

(C) In addition to any other penalty which may be provided, the Mayor may revoke the license of any owner or operator of a licensed business in this Municipality who refuses to permit any duly authorized officer or employee to make such inspection or to take adequate sample(s) of said commodity, or who interferes with such officer or employee while in the performance of his duties; provided, however, that no license shall be subject to revocation for such cause unless such officer or employee has been refused permission to enter upon the premises in the name of this Municipality after having first presented a warrant authorizing such entry.

7-1-12 SUSPENSION, REVOCATION OF LICENSE OR PERMIT.

7-1-12.1 NUISANCE. When the conduct or operation of any business or establishment, whether or not licensed, shall constitute a nuisance in fact and a clear and present danger to the public health, safety or general welfare, the Mayor shall be authorized to summarily order the cessation of business, the closing of the premises, and the suspension of any license or permit for a period not to exceed **ten (10) days**.

7-1-12.2 HEARING. Within **eight (8) days** after he has so acted, the Mayor shall call a hearing for the purpose of determining whether or not the license or permit should be revoked.

7-1-12.3 REVOCATION. Licenses and permits issued in this Municipality, unless otherwise provided, may be revoked by the Mayor after notice and hearing as provided in **Subsections 7-1-12.4 and 7-1-12.5** of this Section for any of the following causes:

- (A) Any fraud, misrepresentation or false statement contained in the application for the license or permit;
- (B) Any violation by the licensee or permittee of Code provisions relating to the license or permit, the subject matter of the license or permit, or the premises occupied;
- (C) Conviction of the licensee or permittee of any felony or of a misdemeanor involving moral turpitude;
- (D) Failure of the licensee or permittee to pay any fine or penalty owed to this municipality;
- (E) Refusal to permit an inspection or sampling, or any interference with a duly authorized officer or employee in the performance of his duties in making such inspections, as provided in **Section 7-1-11**.

Such revocation, if ordered, shall not preclude prosecution and imposition of any other penalties provided for the violation of other applicable Code regulations of this Municipality.

7-1-12.4 HEARING NOTICE. Notice of the hearing for revocation of a license or permit shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail [return receipt requested] to the licensee or permittee at his last known address at least **five (5) days** prior to the date set for the hearing.

7-1-12.5 COUNSEL. At the hearing, the attorney for the Municipality shall present the complaint and shall represent the Municipality. The licensee or permittee shall be permitted counsel and shall have the right to submit evidence and cross-examine witnesses. The Mayor shall preside and shall render the decision.

7-1-13 APPEAL. Any person aggrieved by the decision of the Mayor regarding the denial of an application for a business license as provided in **Section 7-1-4** or in connection with the revocation of a license or permit as provided in **Section 7-1-13** shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the Clerk, within **ten (10) days** after notice of a denial of an application or a revocation of a license or permit, a written statement under oath setting forth specifically the grounds for appeal. The Mayor shall thereupon set the time and place for a hearing on such appeal and notice of such hearing shall be given to the applicant or licensee or permittee in the same manner as provided in **Section 7-1-12** hereof. The decision of the City Council on such appeal shall be final.

7-1-14 LICENSE TO BE POSTED. It shall be the duty of every person conducting a licensed business in this Municipality to keep his license posted in a prominent place on the premises used for such business at all times.

7-1-15 BUSINESS VEHICLE STICKER. Whenever the number of vehicles used is the basis in whole or in part for a license fee, the Clerk shall furnish the licensee with a tag or sticker for each vehicle covered by the license and such tag or sticker shall be posted or affixed in a conspicuous place on each business vehicle.

ARTICLE II - SOLICITORS

7-2-1 DEFINITIONS. For the purpose of this Chapter, the following words as used herein shall be construed to have the meanings herein ascribed thereto, to-wit:

"REGISTERED SOLICITOR" shall mean and include any person who has obtained a valid **Certificate of Registration** as hereinafter provided, and which certificate is in the possession of the solicitor on his or her person while engaged in soliciting.

"RESIDENCE" shall mean and include every separate living unit occupied for residential purposes by **one (1)** or more persons, contained within any type of building or structure.

"SOLICITING" shall mean and include any **one (1)** or more of the following activities:

- (A) Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatsoever, for any kind of consideration whatsoever or;
- (B) Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication or;
- (C) Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or non-profit association, organization, corporation or project.

7-2-2 CERTIFICATE OF REGISTRATION. Every person desiring to engage in soliciting as herein defined from persons within this Municipality is hereby required to make written application for a Certificate of Registration as hereinafter provided. All resident charitable, non-profit organizations in this City which have been in existence for **six (6) months or longer** shall be exempt from the provisions of this Article.

7-2-3 APPLICATION FOR CERTIFICATE OF REGISTRATION. Applications for a Certificate of Registration shall be made upon a form provided by the Chief of Police of this Municipality and filed with such Chief. The applicant shall truthfully state in full the information requested on the application, to-wit:

- (A) Name and address of present place of residence and length of residence at such address; also, business address if other than residence address; also, Social Security Number.
- (B) Address of place of residence during the past **three (3) years** if other than present address.
- (C) Age of applicant and marital status; and if married, the name of spouse.
- (D) Physical description of the applicant.
- (E) Name and address of the person, firm or corporation or association with whom the applicant is employed or represents; and the length of time of such employment or representation.
- (F) Name and address of employer during the past **three (3) years** if other than the present employer.
- (G) Description sufficient for identification of the subject matter of the soliciting in which the applicant will engage.
- (H) Period of time for which the Certificate is applied.
- (I) The date or approximate date of the latest previous application for a Certificate under this Chapter, if any.
- (J) Has a Certificate of Registration issued to the applicant under this Chapter ever been revoked?
- (K) Has the applicant ever been convicted of a violation of any of the provisions of this Code or the regulations of any other Illinois municipality regulating soliciting?

(L) Has the applicant ever been convicted of the commission of a felony under the laws of the State of Illinois or any other State or Federal law of the United States?

(M) The last **three (3) municipalities** where the applicant carried on business immediately preceding the date of application in this Municipality and the address from which such business was conducted in those municipalities.

(N) Also, such additional information as the Chief of Police may deem necessary to process the application.

All statements made by the applicant upon the application or in connection therewith shall be under oath.

The Chief of Police shall cause to be kept in his office an accurate record of every application received and acted upon, together with all other information and data pertaining thereto and all Certificates of Registration issued under the provisions of this Chapter and of the denial of applications.

Applications for Certificates issued shall be numbered in consecutive order as filed, and every Certificate issued, and any renewal thereof shall be identified with the duplicate number of the application upon which it was issued.

No Certificate of Registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the State of Illinois or any other State or Federal law of the United States within **five (5) years** of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this Chapter, nor to any person whose Certificate of Registration issued hereunder has previously been revoked as herein provided.

7-2-4 ISSUANCE AND REVOCATION OF CERTIFICATE. The Chief of Police, after consideration of the application and all information obtained relative thereto, shall deny the application if the applicant does not possess the qualifications for such Certificate as herein required, and that the issuance of a Certificate of Registration to the applicant would not be in accord with the intent and purpose of this Code. Endorsement shall be made by the Chief of Police upon the application of the denial of the application. When the applicant is found to be fully qualified, the Certificate of Registration shall be issued forthwith.

Any Certificate of Registration issued hereunder shall be revoked by the Chief of Police if the holder of the Certificate is convicted of a violation of any provision of this Chapter or has made a false material statement in the application or otherwise becomes disqualified for the issuance of a Certificate of Registration under the terms of this Chapter. Immediately upon such revocation, written notice thereof shall be given by the Chief of Police to the holder of the Certificate in person or by certified [return receipt requested] U. S. Mail, addressed to his or her residence address set forth in the application. Immediately upon the giving of such notice, the Certificate of Registration shall become null and void.

The Certificate of Registration shall state the expiration date thereof.

7-2-5 POLICY ON SOLICITING. It is declared to be the policy of this Municipality that the occupant or occupants of the residences in this Municipality shall make the determination of whether solicitors shall be or shall not be invited to their respective residences.

7-2-6 NOTICE REGULATING SOLICITING. Every person desiring to secure the protection intended to be provided by the regulations pertaining to soliciting contained in this Article shall comply with the following directions:

(A) Notice of the determination by the occupant of giving invitation to solicitors or the refusal of invitation to solicitors to any residence shall be given in the manner provided in paragraph (B) of this Section.

(B) A weatherproof card, approximately **three inches by five inches (3" x 5")** in size shall be exhibited upon or near the main entrance door to the residence indicating the determination by the occupant and containing the applicable words, as follows:

"ONLY REGISTERED SOLICITORS INVITED"

OR

"NO SOLICITORS INVITED"

(C) The letters shall be at least **one-third (1/3) inch** in height. For the purpose of uniformity, the cards shall be provided by the Chief of Police to persons requesting the same, at the cost thereof.

(D) Such card so exhibited shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon.

7-2-7 COMPLIANCE BY SOLICITORS. It is the duty of every solicitor upon going onto any premises in this Municipality upon which a residence as herein defined is located to first examine the notice provided for in **Section 7-2-6** if any is attached and be governed by the statement contained on the notice.

If the notice states **"ONLY REGISTERED SOLICITORS INVITED,"** then the solicitor not possessing a valid Certificate of Registration as herein provided for shall immediately and peacefully depart from the premises; and if the notice states, **"NO SOLICITORS INVITED,"** then the solicitor, whether registered or not shall immediately and peacefully depart from the premises.

Any solicitor who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.

7-2-8 UNINVITED SOLICITING PROHIBITED. It is declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence for the purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined, in defiance of the notice exhibited at the residence in accordance with the provisions of **Section 7-2-6**.

7-2-9 TIME LIMIT ON SOLICITING. It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this Chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence for the purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined, prior to **10:00 A.M. or after 5:00 P.M.** on any day of the week, including Saturday, or at any time on a Sunday or on a State or National holiday.

7-2-10 SOLICITATIONS ON PUBLIC HIGHWAYS. Charitable organizations shall be allowed to solicit upon public highways under the following terms and conditions:

(A) The charitable organization must be one that is registered with the Attorney General for the State of Illinois as a charitable organization as provided by **"An Act to Regulate Solicitation and Collection of Funds for Charitable Purposes, Providing for Violations Thereof, and Making an Appropriation Therefor," approved July 26, 1963,** as amended.

(B) Solicit only at intersections where all traffic from all directions is required to come to a full stop.

(C) Be engaged in a state-wide fund-raising activity.

(D) Be liable for any injury to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent.

(E) Any person so engaged in such solicitation shall be at least **sixteen (16) years of age** and shall wear a high visibility vest.

- (F) Solicit only during daylight hours.
- (G) Any one charitable organization shall be limited to conducting no more than **two** solicitations per calendar year.

(Ord. No. 87-11; 12-01-87)

(See 626 ILCS 5/11-1006)

7-2-11 FEES. Upon making an application for a Certificate, the applicant shall pay a license fee, which shall be as follows:

- (A) **Daily License:** **\$10.00 per person per day.**
- (B) **Annual License:** **\$50.00 per person per year.**

(See 65 ILCS 5/11-42-5)

ARTICLE III - PEDDLERS

7-3-1 LICENSE REQUIRED. Except for Yard Sales, as defined and provided for in Article IV, it shall be unlawful for any person to engage in, use, exercise or follow the business of peddling or hawking or to peddle or hawk within the city limits any goods, magazines, services, wares, merchandise or other thing of value, without first obtaining a license to do so in the manner provided in this Article.

7-3-2 APPLICATION. In order to obtain the license required by **Section 7-3-1**, an application must be made to the City Clerk on such forms as may be required by the City Council, which form shall include the sales tax identification number of the applicant.

7-3-3 FEES. The following fees shall be charged for any person or entity who/which shall go about within the City limits with goods, wares, merchandise or other thing of value for sale in the manner specified:

- (A) foot peddlers, **Ten Dollars (\$10.00)** daily
- (B) motor vehicles, trailers, semi-trailers or temporary structures within the City, **Ten Dollars (\$10.00)** daily; **Seventy-Five Dollars (\$75.00)** quarterly (3 months sequential); or **One Hundred Fifty Dollars (\$150.00)** annually.

7-3-4 EXEMPTIONS. Farmers, artisans or other persons wishing to peddle or hawk farm products, orchard products grown by them or articles of their own make or ingenuity, shall be permitted to do so without being required to pay the fees provided for in this Article. All such persons, classes of persons, or entities exempted by statute, not required to pay a fee, shall nevertheless be required to report to Anna City Hall and obtain a permit in regular form setting forth the right to peddle or hawk. Persons **eighteen (18) years** of age or under are exempt.

7-3-5 NOT-FOR-PROFIT ORGANIZATIONS. Not-for-Profit Organizations wishing to peddle, or hawk shall be permitted to do so without being required to pay the fees provided for in this Article. All such persons or classes of persons exempted by statutes, who shall not be required to pay the fee, shall be required to report to the Anna City Hall and show proof of their Not-for-Profit status to obtain a permit in regular form setting forth the right to peddle or hawk.

7-3-6 VIOLATIONS.
(A) Whenever any person is convicted of violating any of the provisions of this Article, his/her license shall be revoked at once. The person shall not be permitted to peddle or hawk again within the City limits without special permission granted by an action of the City Council after a full and complete hearing on the facts.

(B) If any person/entity is (1) found to be peddling under a class different than that for which they were granted a license under this Article; (2) found to be selling stolen goods; (3) found to be conducting themselves in a riotous/disorderly manner; or (4) in any manner evading, or attempting to evade, the plain provisions of this Article, that person/entity's license shall be revoked, and the offender shall be treated as if they were/are not licensed hereunder.

(C) Any person found guilty of violating this Article shall be fined in accordance with the provisions of Ordinance 2018-10, the City of Anna Uniform Schedule of Fines, or its successor.

7-3-7 USE. This Article shall apply only to the use of the streets, alleys, parking lots and public ways of the City, and to the temporary business of sales of any kind thereon.

7-3-8 PROHIBITED. It is prohibited for a person/entity to sell or peddle goods, wares or other articles in any manner so as to evade the provisions of this Article.

7-3-9 HOURS. Except for Yard Sales, as defined and provided for in **Article IV** of this Chapter, the hours for any person/entity to engage in, use, exercise or follow the business of peddling or hawking or to peddle or hawk within the City limits any goods, wares, merchandise or other thing of value shall be from dawn to dusk each day of the same day, except that on Sunday it shall be unlawful for any person to engage in residential door-to-door peddling or hawking.

7-3-10 SPECIAL OCCASIONS. On special occasions, the City Council may temporarily amend, suspend or abate the hourly limits herein set forth for any person to engage in, use, exercise, or follow the business of peddling or hawking or to peddle or hawk within the City limits any goods, wares, merchandise or other thing of value, and may temporarily amend, suspend or abate the licenses, applications, fees and permits by resolution duly adopted by the City Council. The resolution shall set forth the hourly changes and time duration of all extensions of hours to sell such wares and goods and all other such exemption and exceptions for hawkers and peddlers.

7-3-11 REPEALED. Except for the provisions of **Article IV** pertaining to Yard Sales, all ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

(Ord. No. 2021-04; 05-04-21)

ARTICLE IV – YARD SALES

7-4-1 DEFINITIONS.

(A) **Yard Sale.** The term “yard sale” shall mean any display of merchandise/property for sale or barter at a non-commercial location. Events commonly known as “garage sales,” “tailgate sales,” “flea markets,” “house sales,” “moving sales,” or similar designations, shall be defined as “yard sales” and be subject to this Article.

(B) **Charitable Organization** means an organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit to the public.

(C) **Educational Organization** means an organization or institution organized and operated to provide systematic instruction in useful branches of learning methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax-supported schools.

(D) **Fraternal Organization** means an organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

(E) **Nonprofit Organization** means an organization or institution organized and conducted on a not-for-profit basis with no personal profit inuring to anyone as a result of the operation.

(F) **Religious Organization** means any church, congregation, society, or organization founded for the purpose of religious worship.

(G) **Veteran Organization** means an organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

7-4-2 WHO MAY HAVE YARD SALES.

(A) People who are residents of the City.

(B) Additionally, bona fide charitable, educational, fraternal, nonprofit, religious, and veteran’s organizations that maintain a location within the corporate limits of the City, and which operate without profit to their members.

(C) Finally, the City Council may, upon written request, permit “special event” yard sales such as the “River to River Yard Sale,” upon such terms and conditions as the Council, in its sole discretion, deems appropriate.

7-4-3 LOCATION OF YARD SALES.

(A) **Individual Residents.** Yard sales shall be held on the premises of the individual Anna resident conducting the sale.

(B) **Organizations.** Yard sales shall be held on the premises where the organization is located in the City. Provided however, the City Council may, upon written request, and at its sole discretion, allow an organization to conduct a yard sale at an off-site location.

(C) **Special Event Yard Sales** shall be held at locations approved by the City Council.

7-4-4 WHEN YARD SALES MAY BE CONDUCTED.

(A) **Individual Residents.** Yard sales shall be permitted one time monthly per residence. Each yard sale can be set up as early as **6:00 A.M. Thursday** and shall be taken down/cleaned up no later than **5:00 P.M.** on the immediately following Sunday. There shall be no yard sales between **5:00 P.M.** Sunday and noon Thursday.

(B) **Organizations.** Yard sales shall be permitted one time monthly at the organization's location in Anna, or at the alternate location approved by the City Council. Each yard sale can be set up as early as **6:00 A.M. Thursday** and shall be taken down/cleaned up no later than **5:00 P.M.** on the immediately following Sunday. There shall be no yard sales between **5:00 P.M.** Sunday and noon Thursday.

(C) **Special Event Yard Sales.** Special Event Yard Sales shall be permitted at such times as the City Council, in its sole discretion, approves.

7-4-5 LIMITATIONS.

(A) It shall be unlawful for anyone to conduct a retail selling business as a yard sale, or to engage in any sales other than of their own used property, junk, antiques or other discarded items of property.

(B) No booths or concession stands shall be incorporated into any permitted yard sale except as approved by the City Council upon written request, and at the Council's sole discretion.

(C) Yard sale signs shall not exceed **four (4) square feet**, shall not be erected more than **five (5) days** prior to the scheduled yard sale, and shall be removed immediately following the event. In no event may a yard sale sign remain posted more than **twelve (12) hours** after the conclusion of the permitted yard sale.

(D) No yard sale signs shall be posted on utility poles or City owned poles (i.e., stop signs, speed restriction signs, no parking signs, street signs, etc.)

7-4-6 PROCEDURE FOR PROTEST.

(A) Fines and disconnection of utility service for Yard Sale Ordinance violations may be protested by delivering and filing a written protest and request for hearing at the City Hall during regular business hours. The written protest and request for hearing must be filed PRIOR to disconnection of utility services and shall set out the reasons why the disconnection of utility service is unjustified, erroneous or arbitrary.

(B) Upon receipt of a timely filed protest a hearing will be scheduled before the City Council at its next regularly scheduled meeting. Disconnection of utility services will be delayed pending final determination by the City Council.

(C) The Mayor, or the Mayor's designee, shall preside over the hearing. The Mayor, or the Mayor's designee, and the City Council shall consider the protest, afford minimal due process, and issue its decision. By majority vote the protest will either be sustained, and the fine(s) abated, or the protest will be denied, and the fine(s) will be upheld. Should the fine(s) be upheld disconnection of utility services shall proceed in the manner as provided hereinabove.

(Ord. No. 2018-6; 04-17-18)

ARTICLE V – MOBILE FOOD VENDORS

7-5-1 DEFINITION. A “mobile prepared food vendor” under this Article is defined as a person, entity, or business that sells, serves, or gives away for donation, within the City’s corporate limits, any prepared foods, liquids, ice creams, or flavored ices, for human consumption, from any motorized or non-motorized vehicle, trailer, or cart, with or without wheels, which is not permanently affixed to land.

7-5-2 LICENSE REQUIRED. Mobile prepared food vendors, as defined herein, are required to obtain a local license from the City prior to selling, serving, or giving away for donation any prepared foods, liquids, ice creams, or flavored ices for human consumption, EXCEPT a mobile prepared food vendors license is not required for: (a) City approved festivals or special events; or (b) fundraising events for any school related activity, church organization, fraternal organization, veteran’s organization, or chartered not for profit organization; or (c) for outdoor food and beverage sales by an existing commercial restaurant business on immediately adjacent property.

7-5-3 FEE FOR VENDOR’S LICENSE. A mobile prepared food vendor shall pay a fee of **One Hundred Fifty Dollars (\$150.00)** per year to obtain a mobile prepared food vendor’s license. The license fee is non-refundable and shall be due and payable along with the initial license application or annual renewal.

7-5-4 APPLICATION FOR MOBILE PREPARED FOOD VENDOR’S LICENSE. In order to obtain a mobile prepared food vendor’s license from the City, an applicant must provide the following to the City:

- (A) **One Hundred Fifty Dollars (\$150.00)** license fee, in accordance with **Section 7-5-3** of this Article; and
- (B) The permanent address and phone number of the owner/mobile prepared food vendor; and
- (C) The proposed address or the location of the mobile prepared food vendor; including authorization from the property owner to operate at that location; and
- (D) A state sales tax identification number; and
- (E) Proof of liability insurance, with applicable minimum coverage of **\$1,000,000/\$2,000,000** per individual/aggregate; and
- (F) Proof of public liability insurance must be submitted each year; and
- (G) Copy of State issued driver’s license or identification card; and
- (H) Completion of a form consenting to and authorizing a background check by the City’s Police Department; and
- (I) Any other relevant information that the City may find reasonably necessary for the acquisition and approval of a mobile prepared food vendor’s license.

7-5-5 ISSUANCE AND NUMBER OF MOBILE PREPARED FOOD VENDOR’S LICENSES. The number of mobile prepared food vendor’s licenses that may be issued by the City shall not exceed **ten (10)**. Licenses shall be issued to the owner/mobile prepared food vendor. Licenses are not transferable and are revocable as outlined in **Section 7-5-12** hereunder.

7-5-6 PRIORITY. Any mobile prepared food vendor doing business within the City at the time that this Article is adopted shall be given priority in obtaining a license over any mobile prepared food vendor that is not operating within the City at the time this Article is adopted.

7-5-7 RENEWAL OF MOBILE PREPARED FOOD VENDOR'S LICENSES. Those previously granted a mobile prepared food vendor's license shall be given the opportunity to apply for renewal of said license by submitting a renewal application and license fee to the City prior to **January 1** of the year succeeding the year that said license was issued. If a mobile prepared food vendor fails to renew its license by **January 1**, then said license shall have expired and is available to be issued to any other applicant pursuant to the terms of this Article.

7-5-8 HOURS OF OPERATION. A mobile prepared food vendor licensed by the city pursuant to the terms of this Article shall be limited to operating the vending establishment from **5:00 A.M.** until **12:00 A.M.**, daily.

7-5-9 PUBLIC HEALTH. For the protection and promotion of public health and sanitation in the City, all licensees must meet the following requirements to be issued, and maintain a mobile prepared food vendor's license:

- (A) The licensee must have a valid permit from the Illinois Department of Public Health; and
- (B) A copy of the permit issued by the Illinois Department of Public Health must be furnished to the City when a license is applied for, or for renewal of an existing license; and
- (C) A copy of the valid Illinois Department of Public Health permit must be prominently displayed by the licensee so that it may be viewed by the public.

7-5-10 MOBILE PREPARED FOOD VENDOR VEHICLE CONDITION AND INSPECTION. For the protection and promotion of public health, sanitation, and safety, a mobile prepared food vendor vehicle, as defined in **Section 7-5-1** of this Article, shall be subject to inspection and approval by the City, and must meet the following requirements:

- (A) Mobile prepared food vendor vehicles, trailers and/or carts must have a valid State issued license as required by State law;
- (B) The mobile prepared food vendor must prominently display a copy of its valid City license so that it may be viewed by the public; and
- (C) Mobile prepared food vendor vehicles, trailers and carts must be equipped with an operational fire extinguisher; and
- (D) All external tanks must be properly secured and maintained.

7-5-11 REVOCATION. For the protection and promotion of public health, sanitation, safety, and general well-being, a mobile prepared food vendor's license issued by the City is revocable for good cause. Written notice of revocation shall be given to the licensee. Should the licensee wish to contest the revocation then the licensee shall be entitled to a due process hearing before the Corporate Authority for the City at its next regularly scheduled meeting. The decision of the Corporate Authority following the requested hearing shall be final.

(Ord. No. 2020-18; 09-15-20)

ARTICLE VI – FIREWORKS DISPLAYS

7-6-1 GENERAL LIMITATIONS. This Article is enacted for the purpose of issuing a permit to allow a pyrotechnic or consumer display of fireworks at the City's Annual July 4th Celebration fireworks display. Such display will be permitted one time annually, on the date designated by the City for that purpose. Possession and/or other use of fireworks within the corporate limits of the City shall otherwise be illegal to the extent that they are prohibited by Illinois Law. **(See 425 ILCS 35/1 et seq.)**

7-6-2 DEFINITIONS. As used in this Article, the following words shall have the following meanings:

(A) **"1.3G Fireworks"** means those fireworks used for professional outdoor displays and classified as fireworks UN0333, UN0334, or UN0335 by the United States Department of Transportation under 49 C.F.R. 172.101.

(B) **"Consumer fireworks"** means those fireworks that must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Products Safety Commission, as set forth in 16 C.F.R. Parts 1500 and 1507, and classified as fireworks, UN0336 or UN0337 by the United States Department of Transportation under 49 C.F.R. 172.101. "Consumer fireworks" shall not include snake or glow worm pellets; smoke devices; trick noisemakers known as "party poppers," "booby traps," "snappers," "trick matches," "cigarette loads," and "auto burglar alarms," "sparklers," toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place of the explosion; and/or pistol paper or plastic caps that contain less than twenty hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times.

(C) **"Consumer fireworks display" or "Consumer display"** means the detonation, ignition, or deflagration of consumer fireworks to produce a visual or audible effect.

(D) **"Consumer operator"** means an adult individual who is responsible for the safety, setup, and discharge of the consumer fireworks display and who has completed the training required in **Section 7-6-4** of this Article.

(E) **"Consumer retailer"** means any person who offers for sale, sells, or exchanges for consideration consumer fireworks in Illinois directly to any person with a consumer display permit.

(F) **"Display fireworks"** means 1.3G or special effects fireworks or as further defined in the Pyrotechnic Distributor and Operator Licensing Act.

(G) **"Flame effect"** means the detonation, ignition, or deflagration of flammable gases, liquids or special materials to produce a thermal, physical, visual, or audible effect before the public, invitees, or licensees, regardless of whether admission is charged, in accordance with National Fire Protection Association 160 guideline3s, and as may be further defined in the Pyrotechnic Distributor and Operator Licensing Act.

(H) **"July 4th Celebration Fireworks Display"** means the display of fireworks at the City's sponsored July 4th Celebration, on the date selected by the City for that purpose, by the person/entity issued a permit by the City.

(I) **"Lead pyrotechnic operator"** means an individual who is responsible for the safety, set up, and discharge of the pyrotechnic display or pyrotechnic service, and who is licensed pursuant to the Pyrotechnic Distributor and Operator Licensing Act.

(J) **"Person"** means an individual, firm, corporation, association, partnership, company, consortium, joint venture, commercial entity, state, municipality, or political subdivision of a state or any agency, department, or instrumentality of the United States and any officer, agent, or employee of these entities.

(K) **"Pyrotechnic display"** means the detonation, ignition, or deflagration of display fireworks or flame effects to produce visual or audible effects of an exhibitional nature before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Pyrotechnic Distributor and Operator Licensing Act.

(L) **"Pyrotechnic distributor"** means any person who distributes display fireworks for sale in the State of Illinois or provides them as part of a pyrotechnic display service in the State of Illinois or provides only pyrotechnic services and is licensed by the office of the State Fire Marshal pursuant to the Pyrotechnic Distributor and Operator Licensing Act.

(M) **"Pyrotechnic service"** means the detonation, ignition, or deflagration of display fireworks, special effects, or flame effects to produce a visual or audible effect.

7-6-3 PYROTECHNIC DISPLAYS. Each pyrotechnic display or pyrotechnic service shall be conducted by a licensed lead pyrotechnic operator employed by a licensed pyrotechnic distributor or a licensed production company, or insured as an additional named insured on the pyrotechnic distributor's product liability and general liability insurance, as required under paragraphs 2 and 3 of subsection (c) of Section 35 of the Illinois Pyrotechnic Distribution and Operating Licensing Act, or insured as an additional named insured on the production company's general liability insurance, as required under paragraph (1) of subsection (c-3) of Section 35 of the Illinois Pyrotechnic Distribution and Operating Licensing Act. Applications for a pyrotechnic display permit shall be made in writing at least **fifteen (15) days** in advance of the date of the pyrotechnic display or pyrotechnic service, unless agreed to otherwise by the City Council and Fire Chief. After a permit has been granted, possession, use, and the fireworks display, or pyrotechnic service shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

Pyrotechnic display permits may be granted hereunder to an adult individual applying, therefore.

The applicant seeking the pyrotechnic display permit must provide proof of liability insurance in a sum not less than **One Million Dollars (\$1,000,000)** per occurrence/**Two Million Dollars (\$2,000,000)** aggregate to the City, naming the City as an additional insured.

A permit may be issued after the Fire Chief, or his or her designee, has inspected the display site, and determined that the display or pyrotechnic service can be performed in full compliance with the rules adopted by the State Fire Marshal and that the display or pyrotechnic service shall not be hazardous to property or endanger any person or persons.

Permits shall be issued by the City Clerk and signed by the Fire Chief, or his or her designee, and must identify the licensed pyrotechnic distributor or licensed production company and the lead pyrotechnic operator.

7-6-4 CONSUMER FIREWORKS DISPLAYS. Each consumer fireworks display shall be handled by a competent individual who has received training from a consumer fireworks training class approved by the office of the State Fire Marshal. Applications for consumer display permits shall be made in writing at least **fifteen (15) days** in advance of the date of the display, unless agreed to otherwise by the City Council. After a permit has been granted, the possession, use, and consumer fireworks display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

In conformity with the law of the State of Illinois, and the Illinois State Fire Marshal, following are the specific requirements which must be met for the issuance of a Consumer Fireworks Display Permit by the City:

(A) The City may issue a consumer fireworks display permit to any competent adult who meets the following minimum requirements:

- (1) **Certificate of Training.** The applicant must provide the City his/her certificate of training as evidence of successful completion of a consumer fireworks training class approved by OSFM. If an applicant holds a valid Lead Pyrotechnic Operator License for Outdoor Pyrotechnic Displays, he/she may provide a copy of his/her license to the City as an alternative certificate of training.
- (2) **Fire Chief Approval.** The Fire Chief, or his/her designee, must have inspected the site and determined that the display can be performed in compliance with the requirements of Illinois Administrative Code Title 41, Chapter 1, Section 235.100, and all other rules promulgated by the Illinois State Fire Marshal.

- (3) **Insurance Required.** The applicant seeking the Consumer Fireworks Display permit must provide proof of liability insurance in a sum not less than **One Million Dollars (\$1,000,000)** per occurrence/ **Two Million Dollars (\$2,000,000)** aggregate to the City, which provided that the City is an additional insured.
- (B) **Time Frame to Apply.** The applicant must submit a written application for a permit at least **fifteen (15) days** in advance of the date of the display, unless agreed to otherwise by the City Council and Fire Chief, or his/her designee. **(425 ILCS 35/3.1)**
 - (1) After a permit has been granted, the possession, use, and consumer fireworks display shall be lawful for that purpose only. No permit shall be transferable to another individual. **(425 ILCS 35/2.2)**
 - (2) **Signatures Required on the Permit.** Each consumer fireworks display permit must contain the signature of the City Clerk and Fire Chief.
 - (3) **Assistants.** If a consumer operator uses assistants at the display site, each assistant shall have successfully completed a consumer fireworks training class approved by OSFM and must provide proof of his/her valid certificate of training to the City prior to issuance of the permit.

7-6-5 **AGREEMENT IN WRITING.** Any/all agreements to conduct the City Annual 4th of July fireworks display shall be in writing and signed by all parties thereto.

(See Section 1-1-20 for Penalty)

(Ord. No. 2017-03; 06-27-17)

ARTICLE VII - JUNK DEALERS

7-7-1 DEFINITIONS.

"JUNK" as used in this Chapter shall be held to mean and include scrap and old iron, steel, chain, brass, copper, magnesium, aluminum, tin, lead or other base metals, scrap lumber, old rope, old bags, rags, waste paper, paper clippings, scraps of woolens, clips, bagging, rubber and glass, and empty bottles of different kinds or sizes when the number of each kind or size is less than **one (1) gross**, any wrecked or dilapidated motor vehicle, engine, or machinery received, stored or held for more than **ninety (90) days**, and all articles and things discarded or no longer used as a manufactured article composed of or consisting of any **one (1)** or more of the materials or articles herein mentioned.

"JUNK DEALER" as used in this Chapter shall be held to mean and include every person, firm, partnership, or corporation that shall engage in the business of buying, selling, bartering or exchanging, or shall collect, receive, store or hold in possession for sale, barter or exchange, any of the things in and by this section defined as "junk".

"JUNK YARD" as used in this Chapter shall be held to mean and include the premises on which a junk dealer is engaged in the business of buying, selling, bartering, exchanging, or collecting, receiving, storing or holding in possession for sale, barter, or exchange, any of the things in and by this section defined as "junk".

(Also see Chapter 24, Article IV and Chapter 25, Articles I and III)

7-7-2 PHYSICAL REQUIREMENTS. The minimum physical requirements at all times for each junk yard shall be as follows:

(A) The premises where the junk yard is located shall not have more than **two (2) entrances** thereto and **two (2) exits** therefrom, each of which shall not exceed **fifteen (15) feet** in width at the perimeter of the premises.

(B) The premises where the junk yard is located shall be enclosed on its perimeter with a solid, non-transparent, vertical wall or fence of a minimum height of **seven (7) feet** measured from ground level, excepting for the entrances and exits permitted by paragraph (A) above.

(C) The aforesaid solid, non-transparent wall or fence and the gates or doors, if any, at the aforesaid entrances and exits shall not contain any sign, poster or advertising matter of any kind whatsoever, excepting **one (1) sign** of the licensee thereon not exceeding **one hundred (100) square feet** in size.

(D) The public streets and alleys adjacent to the junk yard shall not have junk thereon.

7-7-3 LICENSE REQUIRED. It shall be unlawful for any person to keep, maintain, conduct or operate a junk yard within the corporate limits of the City without first obtaining a license to do so as herein provided. A separate license shall be secured for each junk yard located on non-contiguous lots, blocks, tracts or parcels of land.

7-7-4 APPLICATION. Before any license under the provisions of this Section is issued, any person desiring to operate a junk yard in this City shall first make a verified application in writing to the Clerk in the absence of provision to the contrary, stating thereon the full name of the applicant, his residence address, the trade name of the applicant, the legal description of the premises where the junk yard is to be located, the size and approximate location of each entrance thereto and exit therefrom, whether or not the premises where the junk yard is to be located is enclosed on its perimeter with a solid, non-transparent wall or fence of a minimum height of **seven (7) feet**, measured from ground level, excepting the entrances and exits, and whether or not the public streets and alleys adjacent

to the premises where the junk yard is to be located have junk thereon. If the applicant is a firm of partnership, the names and residence addresses of all the partners and in the case of a corporation, the names and residence addresses of the president and secretary shall be stated in the application.

7-7-5 DISQUALIFICATION. Any applicant for a license to keep, maintain, conduct or operate a junk yard shall be disqualified for any of the following reasons:

- (A) Not a person of good character.
- (B) Falsification of an application for a license hereunder.
- (C) License for a junk yard theretofore issued to the applicant has been revoked during the preceding **twenty-four (24) months.**
- (D) Failure to meet any one of the minimum physical requirements for a junk yard as specified in **Section 7-7-2** hereof.

7-7-6 LICENSE. Any and all licenses issued hereunder shall state that such license is issued in the name of the junk dealer solely for the purpose of keeping, maintaining, conducting and operating a junk yard, the expiration date thereof, the legal description of the premises where the junk yard is to be located, that the license shall be used and the privileges thereof exercised only at the described premises, and that such license is non-assignable and non-transferable.

Such license shall further provide that it is issued subject to all the provisions of this Chapter; that upon the first conviction for a violation of any of the provisions of this Chapter, in addition to the fine, such junk yard shall remain closed for a period of **thirty (30) days;** that upon the second conviction for a violation of any of the provisions of this Chapter, such license shall become null and void, and the licensee shall forfeit all sums paid for such license, and that the licensee, by the acceptance of such license expressly agrees to all the terms and conditions thereof, and to the terms and provisions of this section and all amendments thereto.

7-7-7 LICENSE FEE. The annual license fee for each junk yard shall be **Two Hundred Dollars (\$200.00)** payable in advance with the filing of the application for license, and shall not be subject to pro rata reduction for a portion of the year, either because of the application for or because of revocation of a license; provided, however, that only **one (1)** annual license fee shall be payable for licenses which may be issued whenever the applicant desires to keep, maintain, conduct or operate junk yards on lots, blocks, tracts, or parcels of land which are situated on directly opposite sides of and abut upon each side of a public street or alley. Where such place of business is not located in the City, but the operator carries on the business of buying or collecting or bartering for the items heretofore enumerated within the City, the annual fee shall be **Two Hundred Dollars (\$200.00)** for each junk dealer. The fee is payable as provided in this Code.

7-7-8 MINORS. No licensee hereunder shall purchase or receive any article whatsoever from any minor, without the written consent of their parents or guardians.

(See 65 ILCS 5/11-42-3)

ARTICLE VIII – RAFFLES AND POKER RUNS

7-8-1 DEFINITIONS. The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(A) **"Business"**: A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.

(B) **"Charitable Organization"**: An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public.

(C) **"Educational Organization"**: An organization or institution organized and operated to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax-supported schools.

(D) **"Fraternal Organization"**: An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

(E) **"Hardship"**: A non-profit fundraising organization that has not been in existence continuously for a period of **five (5) years** immediately before making application for a license that the County determines to be organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident, or disaster.

(F) **"Key Location"**: The location where the poker run concludes, and the prize or prizes are awarded.

(G) **"Labor Organization"**: An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

(H) **"Licensee"**: An organization which has been issued a license to operate a raffle.

(I) **"Net Proceeds"**: The gross receipts from the conduct of raffles, less reasonable sums expended for prizes, local license fees and other reasonable operating expenses incurred as a result of operating a raffle or poker run.

(J) **"Non-Profit"**: An organization or institution organized and conducted on a not-for-profit basis with no personal profit inuring to any one as a result of the operation.

(K) **"Poker Run"**: A prize-awarding event organized by an organization licensed under this Article in which participants travel to multiple predetermined locations, including a key location, to play a randomized game based on an element of chance. "Poker run" includes dice runs, marble runs, or other events where the objective is to build the best hand or highest score by obtaining an item or playing a randomized game at each location.

(L) **"Raffle"**: A form of lottery, as defined in Section 28-2(b) of the Criminal Code of 2012, conducted by an organization licensed under this Act, in which:

- (1) the player pays or agrees to pay something of value for a chance, represented and differentiated by a number or by a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance;
- (2) the winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery, except that the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.

(M) **"Religious Organization"**: Any church, congregation, society, or organization founded for the purpose of religious worship.

(N) **"Veterans' Organization":** An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

7-8-2 REQUIREMENT OF LICENSE.

(A) It shall be unlawful for any person, firm, business, corporation, organization or other entity to conduct or operate a raffle, or to sell, offer for sale, convey, issue, or otherwise transfer for value a chance on a raffle without having first obtained a license therefore pursuant to this Article and the "Raffles and Poker Runs Act".

(B) It shall be unlawful for any person, firm, business, corporation, organization or other entity to conduct or operate a poker run without having first obtained a license therefore pursuant to this Article and the "Raffles and Poker Runs Act".

7-8-3 APPLICATION FOR A LICENSE FOR A RAFFLE.

(A) Any person, firm, business, corporation, organization or other entity seeking to conduct or operate a raffle shall file an application therefore with the City Clerk on the forms provided by the City Clerk.

(B) Applications for licenses under this Article must contain the following information:

- (1) The name and address of the applicant organization;
- (2) The type of organization that is conducting the raffle, i.e., religious, charitable, labor, fraternal, educational, veterans or other;
- (3) The length of existence of the organization and, if incorporated, the date and state of incorporation;
- (4) The name, address, telephone number, and age of the organization's presiding officer, secretary, raffles manager and any other members responsible for the conduct and operation of the raffle;
- (5) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle;
- (6) The maximum retail value of each prize awarded by a licensee in a single raffle;
- (7) The maximum price which may be charged for each raffle chance issued or sold;
- (8) The maximum number of days during which chances may be issued or sold;
- (9) The area in which raffle chances will be sold or issued;
- (10) The time period during which raffle chances will be sold or issued;
- (11) The date, time, and name and address of the location or locations at which winning chances will be determined;
- (12) A sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and the secretary of that organization; and
- (13) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct.

(C) An application for a license to conduct or operate a raffle shall be accompanied by a non-refundable **Twenty-Five Dollar (\$25.00)** filing fee. Such fee shall be paid by cash, credit card or cashier's check. The City Clerk shall refer the application to the Mayor.

NOTE: The governing statute states that all licensing systems for raffles shall provide for limitations upon (1) the aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle, (2) the maximum retail value of each prize awarded by a licensee in a single raffle, (3) the maximum price which may be charged for each raffle chance issued

or sold and (4) the maximum number of days during which chances may be issued or sold. Some counties have provided for different classes of raffle licensed based upon such factors as the value of the prizes. These licenses have certain restrictions (maximum amount charged for a raffle chance) and license fees for each class of license. Other counties have different classes of license based upon what type of raffle: general raffle license (multiple drawings on same day and at same location within confines of the same raffle event); multiple raffle license (example: multiple 50/50 drawings within 12-month period); one-time emergency license; limited annual raffle license.

7-8-4**APPLICATION FOR A LICENSE FOR A POKER RUN.**

(A) Any person, firm, business, corporation, organization or other entity seeking to conduct or operate a poker run shall file an application therefore with the City Clerk on the forms provided by the City Clerk.

(B) Applications for licenses under this Article must contain the following information:

- (1) The name and address of the applicant organization;
- (2) The type of organization that is conducting the raffle or poker run, i.e., religious, charitable, labor, fraternal, educational, veterans or other not-for-profit organization;
- (3) The length of existence of the organization and, if incorporated, the date and state of incorporation;
- (4) The name, address, telephone number, and date of birth of the organization's presiding officer, secretary, and any other members responsible for the conduct and operation of the raffle or poker run;
- (5) The name, address, and telephone number of all locations at which the poker run will be conducted;
- (6) The time period during which the poker run will be conducted;
- (7) The time of determination of winning chances and the location or locations at which the winning chances will be determined;
- (8) A sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and the secretary of that organization; and
- (9) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct.
- (10) The purpose for which the poker run is being conducted.

(C) An application for a license to conduct or operate a poker run shall be accompanied by a non-refundable **Twenty-Five Dollar (\$25.00)** filing fee. Such fee shall be paid by cash, cashier's check, or credit card. The City Clerk shall refer the application to the Mayor.

7-8-5**LICENSEE QUALIFICATIONS.**

(A) Raffle licenses shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational or veterans' organizations that operate without profit to their members and which have been in existence continuously for a period of **five (5) years** immediately before making application for a license and which have had during that entire **five (5) year** period a bona fide membership engaged in carrying out their objects, or to a non-profit fundraising organization that the Mayor determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster.

(B) Poker run licenses shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, veterans', or other bona fide not-for-profit organizations that operate without profit to their members and which have been in existence continuously for a period of **five (5)**

years immediately before making application for a poker run license and which have had during that entire **five (5) year** period a bona fide membership engaged in carrying out their objects.

(C) The Mayor may waive the **five (5) year** requirement under this Section for a bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organization that applies for a license to conduct a raffle or poker run if the organization is a local organization that is affiliated with and chartered by a national or State organization that meets the **five (5) year** requirement. The following are ineligible for any raffle or poker run license;

- (1) Any person who has been convicted of a felony;
- (2) Any person who is or has been a professional gambler or gambling promoter;
- (3) Any person who is not of good moral character;
- (4) Any organization in which a person defined in subsection (1), (2) or (3) of this Section has a proprietary, equitable, or credit interest or in which such person is active or employed;
- (5) Any organization in which a person defined in subsection (1), (2) or (3) of this Section is an officer, director, or employee, whether compensated or not; and
- (6) Any organization in which a person defined in subsection (1), (2) or (3) of this Section is to participate in the management or operation of a poker run as defined in this Section.

7-8-6

LICENSE ISSUANCE.

(A) The Mayor shall review all raffle license applications and all poker run license applications. The Mayor shall, within **thirty (30) days** from the date of application, accept or reject a raffle or poker run license application. If an application is accepted, the Mayor shall forthwith issue a raffle or poker run license to the applicant.

(B) A raffle license or poker run license shall specify:

- (1) The area or areas within the County in which raffle chances will be sold or issued or a poker run will be conducted;
- (2) The time period during which raffle chances will be sold or issued or a poker run will be conducted; and
- (3) The time of determination of winning chances and the location or locations at which the winning chances will be determined.

(C) A poker run license shall be issued for the following purposes:

- (1) Providing financial assistance to an identified individual or group of individuals suffering extreme hardship as the result of an illness, disability, accident, or disaster; or
- (2) To maintain the financial stability of the organization.

(D) Any license issued under this Article shall be non-transferable.

(E) A license shall be valid for one raffle event or one poker run only, unless the Mayor specifically authorized a specified number of raffles or poker runs to be conducted during a specified period not to exceed **one (1) year**.

(F) A raffle license or poker run license may be suspended or revoked for any misrepresentation on the application, any violation of this Article or State law, or when such raffle or poker run, or portion thereof is conducted so as to constitute a public nuisance or to disturb the peace, health, safety or welfare.

(G) **Prominent Display of License.**

- (1) A raffle license shall be prominently displayed at the time and location of the determination of the winning chances.
- (2) A poker run license shall be prominently displayed at each location at which the poker run is conducted or operated.

(H) **Miscellaneous Provision for Poker Run License.** Any poker run license issued shall cover the entire poker run, including locations other than the key location. Each license issued shall include the name and address of each location at which the poker run will be conducted.

7-8-7

(A)
restrictions:

CONDUCT OF RAFFLES AND POKER RUNS.

The operation and conduct of raffles and poker runs are subject to the following

- (1) The entire net proceeds of any raffle or poker run must be exclusively devoted to the lawful purposes of the organization permitted to conduct that game.
- (2) No person except a bona fide member of the sponsoring organization may participate in the management or operation of the raffle or poker run.
- (3) No person may receive any remuneration or profit for participating in the management or operation of the raffle or poker run.
- (4) A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Article. A premises where a poker run is held is not required to obtain a license if the name and location of the premises is listed as a predetermined location on the license issued for the poker run and the premises does not charge for use of the premises.
- (5) Raffle chances may be sold or issued only within the area specified on the raffle license and winning chances may be determined only at those locations specified on the license for a raffle. A playing card or equivalent item may be drawn only within the area specified on the poker run license and winning hands or scores may be determined only at those locations specified on said license.
- (6) A person under the age of **eighteen (18) years** may participate in the conducting of raffles or chances or poker runs only with the permission of a parent or guardian. A person under the age of **eighteen (18) years** may be within the area where winning chances in a raffle or winning hands or scores in a poker run are being determined only when accompanied by his parent or guardian.

(B) If a lessor rents premises where a winning chance on a raffle or a winning hand or score in a poker run is determined, the lessor shall not be criminally liable if the person who uses the premises for the determining of winning chances does not hold a license issued by the City.

7-8-8

MANAGER – BOND FOR RAFFLES.

(A) All operations of and conduct of raffles shall be under the supervision of a single poker run manager designated by the organization. The manager or operator of the raffle must be a bona fide member of the organization holding the license for such a raffle and may not receive any remuneration or profit for participating in the management or operation of the raffle.

(B) The manager shall give a fidelity bond in the sum of **One Thousand Dollars (\$1,000.00)** conditioned upon his/her honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the City not less than **thirty (30) days** prior to its cancellation.

(C) The Mayor is authorized to waive this bond requirement by including a waiver provision in the license issued to an organization under this Article provided that a license containing such waiver provision shall be granted only by unanimous vote of the members of the licensed organization.

7-8-9

RECORDS.

(A) Each organization licensed to conduct raffles and chances, or poker runs shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances in a raffle or winning hands or scores in a poker run are determined. All deductions from the gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other

reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.

(B) Gross receipts from the operation of raffles or poker runs shall be segregated from other revenues of the organization, including bingo gross receipts, if bingo games are also conducted by the same non-profit organization pursuant to license therefor issued by the Department of Revenue of the State of Illinois, and placed in a separate account. Each organization shall have separate records of its raffles or poker runs. The person who accounts for the gross receipts, expenses, and net proceeds from the operation of raffles or poker runs shall not be the same person who accounts for other revenues of the organization.

(C) Each organization licensed to conduct raffles or poker runs shall report promptly after conclusion of each raffle or poker run to its membership.

(D) Each organization licensed to conduct raffles shall report promptly to the City Clerk, its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required by this Section.

(E) Records required by this Section shall be preserved for **three (3) years**, and the organization shall make available their records relating to operation of poker runs for public inspection at reasonable times and places.

(F) The City shall maintain the records required by this Section in compliance with the "Raffles and Poker Runs Act" and the Local Records Act, **50 ILCS 205/1 et seq.**

7-8-10 LIMITED CONSTRUCTION. Nothing in this Article shall be construed to authorize the conducting or operating of any gambling scheme, enterprise, activity, or device other than raffles or poker runs as provided for herein.

7-8-11 PRIZE LIMITATIONS; TERM.

(A) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle or poker run shall not exceed **One Million Dollars (\$1,000,000.00)**;

(B) The maximum retail value of each prize awarded by a licensee in a single raffle or single poker run shall not exceed **One Million Dollars (\$1,000,000.00)**;

(C) The maximum price which may be charged for each raffle chance issued or sold or each poker hand shall not exceed **One Hundred Dollars (\$100.00)**;

(D) The maximum number of days during which chances may be issued or sold or poker hands issued or sold shall not exceed **one (1) year**;

(E) Licenses issued pursuant to this Code shall be valid for **one (1) raffle** and may be suspended or revoked for any violation of this Code;

(F) Licenses shall be issued to bona fide religious, charitable, labor, fraternal, educational, or veterans' organizations that operate without profit to their members, and which have been in existence continuously for a period of **five (5) years** immediately before making application for a license and which have had during that entire **five (5) year** period a bona fide membership engaged in carrying out their objectives;

(G) The above-mentioned types of organizations shall be defined pursuant to **230 ILCS 15/.01 et seq.**, being the Raffles and Poker Run Act;

(H) No person, or organization shall be issued more than **one (1) license** in a period of **one (1) week**;

(I) The manager of a raffle game or poker run shall give a fidelity bond in the sum of **One Thousand Dollars (\$1,000.00)** in favor of the organization conditioned upon his honesty in the performance of his duties. The Mayor or his designated representative is authorized to waive requirement for bond by including a waiver provision in the license issued, provided that the license containing such waiver provision shall be granted only by unanimous vote of the members of the licensed organization. The terms of the bond shall provide that notice shall be given in writing to the licensing authority not less than **thirty (30) days** prior to its cancellation.

ARTICLE IX – ADULT USE LICENSING AND REGULATION

7-9-1 PURPOSE. The purpose of this Article is to regulate adult uses to protect the community from the many types of criminal activity frequently associated with such uses. The City recognizes that such regulation cannot effectively prohibit such uses but can balance the competing interest of the community in reducing criminal activity and protecting property values versus the protected rights of the owners, operators, employees and patrons of adult uses.

7-9-2 DEFINITIONS.

(A) **Adult Bookstore.** An establishment having as a substantial or significant portion of its sales or stock in trade, books, magazines, films for sale or for viewing on premises by use of motion picture devices or by coin operated means, and periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities", or "specified anatomical areas", or an establishment with a segment or section devoted to the sale or display of such materials, or an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales, presence of video preview or coin operated booths, exclusion of minors from the establishment's premises or any other factors showing the establishment's primary purpose is to purvey such material.

(B) **Adult Entertainment Cabaret.** A public or private establishment which:

- (1) features topless dancers, strippers, "go-go" dancers, male or female impersonators, lingerie or bathing suit fashion shows;
- (2) not infrequently features entertainers who display "specified anatomical areas"; or
- (3) features entertainers who by reason of their appearance or conduct perform in a manner which is designed primarily to appeal to the prurient interest of the patron or features entertainers who engage in or are engaged in explicit simulation of "specified sexual activities".

(C) **Adult Motion Picture Theater.** A building or area used for presenting materials distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

(D) **Adult Novelty Store.** An establishment having a substantial or significant portion of its sales or stock in trade consisting of toys, devices, clothing "novelties", lotions and other items distinguished or characterized by their emphasis on or use for "specialized sexual activities" or "specified anatomical areas" or an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales, exclusion of minors from the establishment's premises or any other factors showing the establishment's primary purpose is to purvey such material.

(E) **Nudity.** Nudity means the showing of the human male or female genitals, pubic area, female breasts with less than a full opaque covering below a point immediately above the top of the areola, human male genitals in a discernibly turgid state even if completely and opaquely covered or, that portion of the buttocks which would be covered by a properly worn "thong" type bikini bottom.

(F) **Public Place.** Public place means any location frequented by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of the public. Public places include, but are not limited to, streets, sidewalks, parks, beaches, business and commercial establishments (whether for profit or not-for-profit and whether open to the public at large or where entrance is limited by a cover charge or membership requirement), hotels, motels, restaurants, nightclubs, country clubs, cabarets and meeting facilities utilized by social, fraternal or similar organizations. Premises used solely as a private residence, whether permanent or temporary in nature, shall not be deemed a public place. Public places shall not include enclosed single sex public restrooms, enclosed single sex functional showers, locker and/or dressing room facilities, enclosed motel rooms and hotel rooms designed and intended for sleeping accommodations, doctors offices, churches, synagogues or similar places when used for circumcisions, baptisms or similar religious ceremonies, portions of hospitals and similar places in which nudity or exposure is necessarily and

customarily expected outside of the home; nor shall it include a person appearing in a state of nudity in a modeling class operated by (1) a proprietary school licensed by the State; a college, junior college or university supported entirely or partly by taxation; or (2) a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college or a university supported entirely or partly by taxation or an accredited private college.

(G) **Adult Use.** Adult bookstores, adult motion picture theaters, adult entertainment cabarets, adult clubs allowing nudity at regular or frequent times, adult novelty stores and other similar uses.

(H) **Employee.** Employees, independent contractors or any other person who is retained by the licensee or subject to dismissal from working at the licensed premises.

(I) **Specified Sexual Activities.** For the purpose of this Article, "specified sexual activities" means:

- (1) human genitals in the state of sexual stimulation or arousal;
- (2) acts of human masturbation, sexual intercourse or sodomy; and
- (3) fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.

(J) **Specified Criminal Activity.** For the purpose of this Article, "specified anatomical areas" means:

- (1) less than completely and opaquely covered:
 - (a) human genitals;
 - (b) pubic region;
 - (c) buttocks;
 - (d) female breasts below a point immediately above the top of the areola; and
- (2) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(K) **Specified Criminal Activity.** Specified criminal activity means any of the following offenses:

- (1) Prostitution or promotion of prostitution; dissemination of obscenity; sale distribution or display of harmful material to a minor; sexual performance by a minor; possession or distribution of child pornography; public lewdness; public indecency; indecency with a child; engaged in organized criminal activity; sexual assault; molestation of a child; gambling; or distribution of a controlled substance; or any similar offenses to those described above under the criminal or penal code of other states or countries;
- (2) For which:
 - (a) less than **two (2) years** have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, which is the later date, if the conviction is of a misdemeanor offense;
 - (b) less than **five (5) years** have elapsed since the date of conviction or the date of release from confinement for conviction, whichever is the later date, if the conviction is a felony offense; or
 - (c) less than **five (5) years** have elapsed since the date of the last conviction or the date of release from confinement from the last conviction, whichever is the later date, if the convictions are of **two (2)** or more misdemeanor offenses or combination of misdemeanor offenses occurred within any **twenty-four (24) month** period; and
- (3) The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant.

7-9-3 LICENSE REQUIRED.

(A) It shall be unlawful for any person to operate an adult use without a valid adult use business license issued by the City pursuant to this Article.

(B) An application for a license shall be made on a form provided by the City.

(C) All applicants must be qualified according to the provisions of this Article. The application may request, and the applicant shall provide such information (including fingerprints) as is needed to enable the City to determine whether the applicant meets the qualifications established in this Article.

(D) If a person who wishes to operate an adult use is an individual, the person must sign the application for a license as applicant. If the applicant is a club, consisting of private or public membership, then such entity shall also be licensed under this Article. If a person who wishes to operate an adult use is other than an individual or club, each individual who has a **twenty percent (20%)** or greater interest in the business, including corporations, must sign the application for a license as applicant. Each applicant must be qualified under the following section and each applicant shall be considered a licensee if the license is granted.

(E) The completed application for an adult use business license shall contain the following information:

- (1) If the applicant is an individual, the individual shall state his/her legal name and any aliases and submit proof that he/she is **eighteen (18) years** of age;
- (2) If the applicant is a club, consisting of private or public membership, a copy of the by-laws of the club must be submitted with the application. In addition, a sworn statement as to the purposes, general activities and requirement for club membership must be submitted.
- (3) If the applicant is a partnership, the partnership shall state its complete name and the names of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any; and
- (4) If the applicant is a corporation, the corporation shall state its complete name, the date of incorporation, evidence that the corporation is in good standing under the laws of its state of incorporation, the names and capacity of all officers, directors and principal shareholders, (those with a **twenty percent (20%)** or more stake) and the name and address of the registered corporate agent.

(F) If the applicant intends to operate the adult use business under a name other than that of the application, he/she must state:

- (1) the business' fictitious name and
- (2) submit any required registration documents.

(G) Whether the applicant has been convicted of any specified criminal activity as defined in this Article, and if so, the specified criminal activity involved, the date, place and jurisdiction of each.

(H) Whether the applicant has had a previous license under this Article or similar ordinances from another jurisdiction denied, suspended or revoked, including the name and location of the business which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation. If the applicant has been a partner in a partnership or an officer, director or principal stockholder of a corporation that is or was licensed under this Article or similar ordinance in another jurisdiction and a license has previously been denied, suspended or revoked, include the name and location of the business for which the permit was denied, suspended or revoked, as well as the date of denial, suspension or revocation.

(I) Whether the applicant holds any other licenses under this Article or other similar ordinance from another jurisdiction and if so, the names and locations of such other licensed businesses.

(J) A sketch or diagram showing the configuration of the premises, including a statement of total floor area occupied by the business. This sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises.

7-9-4 ISSUANCE OF LICENSE.

(A) Within **thirty (30) days** after receipt of a completed adult use business license application, the City shall approve or deny the issuance of a license to an applicant. The City shall approve the issuance of a license unless it determines, by a preponderance of the evidence, any one or more of the following:

- (1) The applicant is under **eighteen (18) years** of age;
- (2) The applicant is overdue in payment to the City of taxes, fees, fines or penalties assessed against or imposed upon him/her in relation to any business;
- (3) The applicant has failed to provide information reasonably necessary for the issuance of the license or has falsely answered a question or request for information on the application form;
- (4) The applicant has been denied a license by the City to operate an adult use business within the preceding **twelve (12) months** or whose license to operate an adult use business has been revoked within the preceding **twelve (12) months**;
- (5) The applicant has been convicted of a specified criminal activity defined in this Article.
- (6) The premises to be used for adult use business has not been inspected and approved by the Fire Department and the Building Department as being in compliance with applicable laws and ordinances.
- (7) The license fee required by this Article has not been paid.
- (8) The applicant of the proposed establishment is in violation or not in compliance with all of the provisions of this Article.

(B) The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date and the address of the adult use business. All licenses shall be posted in a conspicuous place at or near the entrance to the business so that they may be easily read at any time.

(C) The Fire Department and Code Enforcement Officers shall complete their inspection certification that the premises are in compliance or not in compliance with City codes within **twenty (20) days** of receipt of the application by the City.

(D) No adult use business license shall be issued unless it meets all criteria set forth in the Zoning Code. However, an adult use business license may be issued for a premises which is a legal nonconforming use which has not yet been amortized or for a premises where such amortization is being challenged by litigation.

(E) No signs, advertising or other notice to the public may be given for any premises where adult use is conducted, pursuant to this Article.

7-9-5 LIQUOR. No liquor license shall be issued to a licensee or to premises where adult use is conducted, nor shall liquor be sold, given away or allowed to be consumed on the premises where any adult use is conducted.

7-9-6 FEES. Every application for an adult use business license (whether a new license or for renewal of an existing license) shall be accompanied by a **One Thousand Dollar (\$1,000.00)** non-refundable application and investigation fee.

7-9-7 INSPECTION.

(A) An applicant or licensee shall permit representatives of the Police Department, Fire Department, Building Department or other City or City designated departments or agencies to inspect the premises of the adult use for the purpose of ensuring compliance with the provisions of this Article at any time it is occupied or open for business.

(B) A person who operates an adult use or his agent or employee violates this Article is he/she refuses to permit such lawful inspection of the premises at any time it is occupied or open for business.

7-9-8 EXPIRATION OF LICENSE.

(A) Each license shall expire on the **January 1** after it was issued and may be renewed only by making application as provided in **Section 7-9-4**. Application for renewal shall be made at least **thirty (30) days** before the expiration date and when made less than **thirty (30) days** before the expiration date, the expiration of license will not be affected.

(B) If the City denies renewal of a license, the applicant shall not be issued a license for **one (1) year** from the date of denial. If, subsequent to denial, the City finds that the basis for denial of the license has been corrected or abated, the applicant may be granted a license.

7-9-9 SUSPENSION. The City may suspend a license for a period not to exceed **thirty (30) days** if, after a hearing, it determines that a licensee or an employee of a licensee:

(A) violated or is not in compliance with any section of this Article;

(B) refused to allow an inspection of the adult use business premises as authorized by this Article, or

(C) knowingly permitted gambling by any person on the adult use business premises.

If the licensee or an employee of the licensee has been found guilty in a court of law of a violation of this Article, no hearing is necessary prior to suspension of the license.

7-9-10 REVOCATION.

(A) The City shall revoke a license if a cause of suspension in **Section 7-9-8** above occurs and the license has been suspended within the preceding **twelve (12) months** or if the licensee is convicted of any specified criminal activity.

(B) The City may revoke a license if it determines, after a hearing, that:

(1) A licensee gave false or misleading information in the material submitted during the application process;

(2) A licensee or management personnel has knowingly allowed possession, use or sale of alcohol or controlled substances on the premises;

(3) A licensee or management personnel has knowingly allowed prostitution on the premises;

(4) A licensee or management personnel knowingly operated the adult use business during a period of time when the licensee's license was suspended;

(5) A licensee or management personnel has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation or other sex act to occur in or on the licensed premises;

(6) A licensee is delinquent in payment to the City, County or State for any taxes or fees past due;

(7) A licensee or management personnel has knowingly facilitated another's commission of the offense of public indecency; or

(8) The adult use is a public nuisance as defined by statute, ordinance or case law.

(C) If the City revokes a license, the revocation shall continue for **one (1) year** and the licensee shall not be issued an adult use business license for **one (1) year** from the date the revocation became effective. If subsequent to revocation, the City finds that the factual basis for the revocation did not occur, the applicant may be granted a license.

(D) After denial of an application, or denial of a renewal of an application, or suspension or a revocation of any license, the applicant or licensee may seek prompt judicial review of such action in any court of competent jurisdiction.

7-9-11 TRANSFER OF LICENSE. A licensee shall not transfer his/her license to another nor shall a licensee operate an adult use business under the authority of a license at any place other than the address on the license.

7-9-12 BUSINESS RECORDS. All adult uses shall file a verified report with the City showing the licensee's gross receipts and amounts paid to employees during the preceding calendar year. In addition, all adult uses shall maintain and retain for a period of **two (2) years**, the names, addresses and ages of all persons employed, including independent contractors, by the licensee.

7-9-13 LIQUOR LICENSE. No adult use may be issued a liquor license. Nor shall any establishment with a liquor license operate as an adult use.

7-9-14 ADULT ENTERTAINMENT CABARETS – RESTRICTIONS. All dancing or other performances shall occur on a stage intended for that purpose which is raised at least **two (2) feet** from the level of the floor. No dancing or other performance shall occur closer than **ten (10) feet** to any patron. In addition, no dancer or performer shall fondle, caress or otherwise touch any patron and no patron shall fondle, caress or otherwise touch any dancer or performer. No patron shall directly pay or give any gratuity to any dancer or performer and no dancer shall solicit any pay or gratuity from any patron. Gratuities may be indirectly given to dancers or performers by placing the gratuity on the stage.

7-9-15 VIDEO VIEWING BOOTHS – RESTRICTIONS. No booths, stalls or partitioned portions of a room or individual rooms used for the viewing of motion pictures or other forms of entertainment shall have doors, curtains or portal partitions, but all such booths, stalls or partitioned portions or a room or individual rooms so used shall have at least **one (1) side** open to an adjacent public room so that the area inside is visible to persons in the adjacent public room. All such described areas shall be lighted in such a manner that the persons in the areas used for viewing motion pictures or other forms of entertainment are visible from the adjacent public rooms, but such lighting shall not be of such intensity as to prevent the view of the motion pictures or other offered entertainment.

7-9-16 HOURS OF OPERATION. No adult use shall be open prior to **10:00 A.M.** or after **11:00 P.M.**

7-9-17 INVESTIGATION. Any licensee hereunder shall permit law enforcement officials, free and unlimited access to the premises during hours of operation, upon reasonable request, for the purposes of investigating compliance with the provisions of this Article.

ARTICLE X - COIN-OPERATED MACHINES

7-10-1 DEFINITIONS. Definitions of terms as used in this Article, unless the context otherwise clearly indicates, are as follows:

"COIN-OPERATED AMUSEMENT DEVICE" means any amusement machine or device operated by means of the insertion of a coin, token, or currency for the purpose of amusement or skill and for the playing of which a fee is charged. The term includes, but is not limited to juke boxes, electronic video games, pin-ball machines or other similar games. The term does not include vending machines in which there are not incorporated gaming or amusement features.

"OPERATOR" is hereby defined to be any person, firm, corporation, partnership, association or club who sets up for operation by another or leases or distributes for the purpose of operation by another, any device(s) herein defined, whether such setting up for operation, leasing or distributing be for a fixed charge or rental, or on the basis of a division of the income from such device or otherwise.

"PROPRIETOR" is hereby defined to be any person, firm, corporation, partnership, association or a club who, as the owner, lessee or proprietor has under his or its control any establishment, place or premises in or on which such device is placed or kept for use or play or on exhibition for the purpose of use or play.

7-10-2 LICENSE REQUIRED. No person, firm or corporation shall engage in the business of an operator of coin-operated amusement devices within the corporate limits of this municipality without having first obtained the proper license therefor.

7-10-3 APPLICATION. Application for license shall be verified by oath or affidavit and contain the following information:

(A) The name, age and address of the applicant in the case of an individual and, in the case of a co-partnership, of the persons entitled to share in the profits thereof; and in the case of a corporation, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors; and if a majority in interest of the stock of such corporation is owned by one person or his nominee(s), the name and address of such person(s).

(B) The citizenship of the applicant, his place of birth; or if a naturalized citizen, the time and place of his naturalization.

(C) The address of the place where the applicant proposes to operate.

(D) A statement whether the applicant has made a similar application for a similar license on premises other than those described in the application and the disposition of such other application.

(E) A statement that the applicant has never been convicted of a felony and is not disqualified to receive the license under this section.

7-10-4 PROHIBITED LICENSEES. No license under this section shall be issued to:

(A) Any person who is not a citizen of the United States.

(B) Any person who is not of good character and reputation in the community.

(C) Any person who has been convicted of a felony under the laws of Illinois; or of being the keeper of a house of ill-fame; or of pandering or other crime or misdemeanor opposed to decency or morality.

(D) Any person whose license issued under this Chapter has been revoked for cause.

(E) Any partnership, unless all of the members of the partnership are qualified to obtain such license.

(F) Any corporation if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than **five percent (5%)** of the stock of such corporation, would not be eligible to receive a license for any reason other than citizenship or residency within this municipality.

(G) Any person whose place of business is conducted by a manager or agent unless the manager or agent is of legal age and possesses the same qualifications required of the licensee.

(H) Any person who does not own the premises for which a license is sought or does not have a lease therefor for the full period for which the license is to be issued.

7-10-5 FEES. The annual fee for such license shall be **Twenty-Five Dollars (\$25.00) per year** or part thereof for each coin-operated amusement device set up for operation, leased or distributed to a proprietor.

(A) All operator's license fees shall be payable annually in advance and in no case shall any portion of said license fee be refunded to the licensee.

(B) The license period shall be for the fiscal year of the municipality, and all applications for renewal shall be made to the Clerk not more than **thirty (30) days, but no less than fifteen (15) days** prior to the expiration of such license.

7-10-6 NON-ASSIGNABILITY OF LICENSE. The location of a license may be changed only upon the written permission of the Mayor. Any license issued hereunder shall be non-assignable and non-transferable.

7-10-7 DISPLAY OF LICENSE. Every licensee shall frame and hang his license in a conspicuous place in the licensed premises.

7-10-8 RIGHT OF ENTRY. The Chief of Police has the power to and shall inspect any place, building or premises in which any licensed device or devices are operated or set up for operation at such times and intervals as he may deem necessary for the proper enforcement of this Article.

7-10-9 CLOSING HOURS. No establishment operating under a license issued under this Article shall be open for use of any such devices between the hours of **12:00 Midnight and 6:00 A.M.** on any day or between **12:00 Midnight Saturday and 12:00 Noon** the following Sunday.

(Ord. No. 83-5; 1983)

ARTICLE XI – VIDEO GAMING

7-11-1 **APPLICABILITY OF PROVISIONS.** The provisions of this Article, except as otherwise provided, shall apply to all video gaming as hereinafter defined, whether specifically licensed or regulated under other provision of this Article or other ordinances, or not.

7-11-2 **DEFINITIONS.**

(A) **Board.** The Illinois Gaming Board.

(B) **Commercial Motor Vehicles** as defined in Section 18b-101 of the Illinois Vehicle Code, **625 ILCS 5/18b-101.**

(C) **Licensed Establishment.** Any business licensed by the State of Illinois to have or operate a video gaming device in the City, including any licensed fraternal establishment, licensed veterans' establishment, licensed truck stop establishment and licensed large truck stop establishment as those terms are defined in the VGA, **230 ILCS 40/5.**

(D) **Licensed Fraternal Establishment.** The location where a qualified fraternal organization that derives its charter from a national fraternal organization regularly meets.

(E) **Licensed Veterans' Establishment.** The location where a qualified veterans' organization that derives its charter from a national veterans' organization regularly meets.

(F) **Licensed Truck Stop Establishment.** A facility (i) that is at least a **three (3) acre** facility with a convenience stores; (ii) with separate diesel islands for fueling commercial motor vehicles; (iii) that sells at retail more than **ten thousand (10,000) gallons** of diesel or biodiesel fuel per month; and (iv) with parking spaces for commercial motor vehicles. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least **ten (10) thousand (10,000) gallons** per month.

(G) **Licensed Large Truck Stop Establishment.** A facility located within **three (3) road miles** from a freeway interchange, as measured in accordance with the Department of Transportation's rules regarding the criteria for the installation of business signs: (i) that is at least a **three (3) acre** facility with a convenience store; (ii) with separate diesel islands for fueling commercial motor vehicles; (iii) that sells at retail more than **fifty thousand (50,000) gallons** of diesel or biodiesel fuel per month; and (iv) with parking spaces for commercial motor vehicles. The requirement of item (iii) of this definition may be met by showing that estimated future sales or past sales average at least **fifty thousand (50,000) gallons** per month.

(H) **Video Gaming Terminal.** Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to, video poker, line up and blackjack, as authorized by the Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposes only.

7-11-3 **LICENSE REQUIRED.**

(A) No person, either as owner, lessee, manager, officer or agent, or in any other capacity, shall operate or permit to be operated any video gaming terminal, as defined herein, at any premises within the City without first having obtained a video gaming license from the City. The license provided for in this Article shall permit a licensee to operate video gaming terminals at the specified establishment.

(B) No applicant, including any person, either as owner, lessee, manager, officer or agent, shall be eligible for a video gaming license from the City, nor shall an existing license holder be entitled to maintain a video gaming license, unless each of the following requirements are met and continue to be met:

- (1) The applicant holds the appropriate certificate or license from the State of Illinois permitting video gaming and is in good standing with same;

- (2) The applicant is not in arrears in any tax, fee or bill due to the City or State of Illinois;
 - (3) The applicant has completed and complies with all the application requirements set forth in **Section 7-10-4** of this Article and is not disqualified due to a felony, gambling offense, or crime of moral turpitude; and
 - (4) The establishment is located outside of a residential zoning district.
- (C) The Mayor shall be the approving authority for all licenses. In the event a licensee or prospective licensee disagrees with any action taken by the Mayor, an appeal may be made directly to the City Council at its next regularly scheduled meeting after written notice of the action from which an appeal is made.

7-11-4 LICENSE APPLICATION REQUIREMENTS. The license applicant shall provide the following information to the City on a form provided by the City:

- (A) The legal name of the establishment;
- (B) The business name of the establishment;
- (C) The name and contact information for all owners and managers of the business;
- (D) The address of the establishment where the video gaming terminals are to be located;
- (E) The type of establishment, including whether it is classified as a veteran, fraternal, regular truck stop or liquor establishment and supporting documentation demonstrating the classification;
- (F) A floor plan, drawn to scale using a computer, detailing the overall layout of the establishment, including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment, including exit locations, restrooms and other equipment. A high-resolution electronic copy of the floor plan as well as a paper printed copy (no smaller than 8.5 inches by 11 inches) shall be submitted at the time of application; hand-drawn floor plans and floor plans not including a scale will not be accepted;
- (G) The amount of time the establishment has been in business under the ownership of applicant at the location where video gaming is proposed to take place;
- (H) The business office address of the establishment if different from the address of the establishment;
- (I) In the case of a corporation, limited liability company or trust, the name and address of an agent authorized and designated to accept service on behalf of the licensee;
- (J) A phone number for the establishment;
- (K) An e-mail address for the establishment;
- (L) The name, address, phone number and e-mail address of any terminal operator or distributor proposed to own, service or maintain video gaming terminals at the establishment;
- (M) A copy of the establishment's State of Illinois video gaming license;
- (N) In the case of a corporation, limited liability company or partnership, a copy of the establishment's state certificate of good standing;
- (O) A statement as to the number of video gaming terminals which the establishment proposed to have on its premises (not to exceed the amount allowed under current Illinois law);
- (P) A statement that the establishment is not in arrears in any tax, fee or bill due to the City or State of Illinois;
- (Q) A statement that the establishment agrees to abide by all state and federal laws and any local ordinance;
- (R) A statement that no manager or owner with more than **five percent (5%)** interest in the establishment has ever been convicted of a felony, a gambling offense or a crime of moral turpitude.

7-11-5 APPLICATION FILING; RENEWALS.

(A) Applications shall be processed by the City Clerk on a first come, first served basis. Every application shall be date and time stamped upon filing. An application received in the mail shall be considered filed on the date and time it is opened by the City Clerk's department.

(B) Every video gaming license holder shall be required to file a renewal application, which may contain the same or similar information as set forth in **Section 7-11-4**. Renewal applications shall be due on or before **December 31st** unless that day falls on a holiday, in which case the application may be received by the Clerk on the following business day.

7-11-6 LICENSE FEES. The fee for operation of a video gaming terminal shall be **Two Hundred Fifty Dollars (\$250.00)** per terminal annually. The fees are not subject to proration or refund and are due prior to issuance of the license. During the 2022 calendar year only, the license fees shall be **One Hundred Twenty-Five Dollars (\$125.00)** per terminal. All licenses required by this Section shall be prominently displayed next to the video gaming terminal.

7-11-7 LICENSE REVOCATION OR SUSPENSION. The Mayor, at any time, may notify any licensee under this Section within **five (5) business days** of any charge of a violation of any of the provisions of this Article in connection with the operation of any video gaming terminal. After a hearing presided over by the Mayor, the Mayor may order the revocation of the license upon a finding that the violation has occurred, and the license shall thereupon be terminated. The licensee may appeal the revocation as prescribed in **Section 7-11-3(C)**.

In the event of the revocation or denial of any license or registration under this Section, such person shall not be issued any license provided for in this Article for **one (1) calendar year** following the revocation or any appeal thereof.

7-11-8 LIMITATION ON NUMBER OF VIDEO GAMING TERMINALS ON PREMISES. The number of video gaming terminals shall be limited to the number allowed under current Illinois law.

7-11-9 PROHIBITION. Except as otherwise excepted in this Article, it shall be unlawful for any person to gamble within the corporate limits of the City, or for any person or entity which owns, occupies or controls an establishment within the City to knowingly permit others to gamble on the premises.

7-11-10 EXCEPTIONS. Nothing in this Article shall be deemed to prohibit or make unlawful the following activities or forms of gambling: the keeping, possession, ownership, use or playing of a video gaming terminal in a licensed establishment, licensed truck stop establishment, licensed fraternal establishment or licensed veterans' establishment, which is licensed by the Board to conduct or allow such specific activities under the VGA, **230 ILCS 40/1 et seq.**

7-11-11 LICENSED ESTABLISHMENTS. Any business, liquor or food licensee within the corporate limits of the City that allows gambling to occur on premises in violation of this Section shall be subject to having his/her/its license immediately revoked. Any business, liquor or food licensee within the corporate limits of the City that allows gambling to occur on premises in violation of this Article a second time shall have his/her/its license permanently revoked and, thereafter, barred from obtaining any business, liquor or food license within the City.

7-11-12 SEIZURE OF UNAUTHORIZED GAMBLING DEVICES AND GAMBLING FUNDS. Any gambling device which is not authorized by this Article shall be subject to immediate seizure and confiscation by the City. Any money or other thing of value intrinsically related to acts of gambling not authorized by this Article shall be seized and forfeited as contraband. Disposition of such gambling devices and funds seized or confiscated shall be made in accordance with the law.

(See 230 ILCS 40/1 and 235 ILCS 5/4-1)

(Ord. No. 2022-01; 01-18-22)

CITY OF ANNA

BUSINESS LICENSE APPLICATION

APPLICATION NO. _____ **ANNUAL LICENSE FEE DUE MAY 1ST: \$** _____

(PLEASE TYPE OR PRINT)

1. Applicant's Name: _____ PHONE () _____
2. Applicant's Address _____
City _____ State _____ ZIP _____
3. Length of resident at above address _____ years _____ months
4. Applicant's Date of Birth ____/____/____ Social Security No. _____
5. Marital Status _____ Name of Spouse _____
6. Citizenship of Applicant _____
7. Business Name _____ PHONE () _____
8. Business Address _____
City _____ State _____ ZIP _____
9. Length of Employment _____ years _____ months
10. All residences and addresses for the last three (3) years if different than above:

11. Name and Address of employers during the last three (3) years if different than above:

12. List the last three (3) municipalities where applicant has carried on business immediately preceding the date of application:

13. A description of the subject matter that will be used in the applicant's business:

14. Has the applicant ever had a license in this municipality? ☐ Yes ☐ No
If so, when _____
15. Has a license issued to this applicant ever been revoked? ☐ Yes ☐ No
If "yes", explain: _____
16. Has the applicant ever been convicted of a violation of any of the provisions of this Code, etc.? ☐ Yes ☐ No If "yes", explain: _____
17. Has the applicant ever been convicted of the commission of a felony? ☐ Yes ☐ No
If "yes", explain: _____
18. LICENSE DATA: Term of License _____
Fee for License \$ _____
Sales Tax Number _____
License Classification _____
19. LIST ALL OWNERS IF LICENSE IS FOR LOCAL BUSINESS (PERMANENT):

OFFICIAL BUSINESS LICENSE

STATE OF ILLINOIS)
COUNTY OF UNION) ss.
CITY OF ANNA)

ILLINOIS SALES TAX NUMBER _____

TO ALL TO WHOM THESE PRESENTS SHALL BECOME GREETINGS:

WHEREAS _____,
having complied with all the requirements of the laws of the State of Illinois and the
ordinances of the **City of Anna, Illinois** in this behalf made and required license is, by
authority of the **City of Anna, Illinois** given and granted to the _____
_____ to _____ at _____
_____ in the **City of Anna, County of Union, and State of**
Illinois, from the _____ date hereof until the _____ day of _____
_____, 20____, said _____ to be subject to all
laws of the State of Illinois and all ordinances of the **City of Anna, Illinois**, not in
conflict therewith, which are now or hereafter may be in force touching the premises.

(L.S.)

Given under the hand of the Mayor of the **City of Anna, County of Union,**
Illinois and the seal thereof, this _____ day of _____, 20____.

MAYOR
CITY OF ANNA

COUNTERSIGNED:

CITY CLERK
CITY OF ANNA

(SEAL)

CITY OF ANNA

APPLICATION FOR RAFFLE OR POKER RUN LICENSE

Organization Name: _____

Address: _____

Type of Organization: _____

Length of Existence of Organization: _____

If organization is incorporated, what is the date and state of incorporation?

Date: _____ State: _____

List the organization's presiding officer, secretary, raffle manager, and any other members responsible for the conduct and operation of the raffle.

PRESIDENT:

SECRETARY: _____ Birth Date: _____

Address: _____

Social Security No.: _____ Phone No.: _____

RAFFLE MANAGER: _____ Birth Date: _____

Address: _____

Social Security No.: _____ Phone No.: _____

List any other members responsible for the conduct and operation of the raffle on the back of this page. List name, date of birth, address, social security number, and phone number.

_____ This request is for a single raffle or poker run license.

_____ This request is for a multiple raffle or poker run license.

The aggregate retail value of all prizes to be awarded: \$ _____

Maximum retail value of each prize to be awarded in the raffle: \$ _____

The maximum price charged for each raffle chance issued: _____

The area or areas in which raffle chances will be sold or issued: _____

Time period during which raffle chances will be issued or sold: _____

The date, time and location at which winning chances will be determined: _____

Date: _____ Time: _____

Location: _____

If multiple raffles or poker run license is requested, list on a separate sheet, the date, time, and location for each raffle or poker run to be held within the one (1) year period of time from the date of the issuance of the license.

THE APPLICATION FEES ARE NONREFUNDABLE EVEN SHOULD THE APPLICATION BE REJECTED BY THE CITY COUNCIL.

CITY OF ANNA

FOOD VENDOR APPLICATION

Applicant Information

Full Name: _____
Last First M.I.

Permanent Address: _____
Street
City State Zip

Name of Business: _____

Address of Operation: _____
Street
City State Zip

Phone Number: _____ Cell Phone Number: _____

State Sales Tax Identification Number: _____

Other Required Information

Please attach the following information:

1. An Annual License fee of \$150.00
2. Proof of public liability insurance, with applicable minimum coverages of \$1,000,000/\$2,000,000 per individual/per event
3. Copy of State issued driver's license or identification card
4. Copy of valid operating permit issued by the Illinois Department of Public Health
5. Written authorization from the owner to operate at the proposed location

Background Check

I, _____, consent to and authorize a background check by the City of Anna Police Department.

Agreement Signature

I acknowledge that I have received a copy of Ordinance 2017-10 and furthermore agree to the terms and conditions therein.

Signature: _____ Date: _____

CITY OF ANNA PEDDLER'S PERMIT

NAME: _____ DATE: _____

ADDRESS: _____ PHONE: _____

DOB: _____ SS#: _____

DRIVER'S LICENSE # _____ MAKE _____

MODEL _____ VEHICLE LICENSE # _____

ATTACH A COPY OF DRIVER'S LICENSE OR STATE ID

TYPE OF PERMIT

FOOD PEDDLERS

DAILY - \$10 PER DAY, PER PERSON _____

MOTOR VEHICLES, TRAILERS, SEMI-TRAILERS OR TEMPORARY STRUCTURE

DAILY - \$10 PER DAY, PER VEHICLE OR STRUCTURE _____

QUARTERLY (3 MONTHS) - \$75 PER VEHICLE OR STRUCTURE _____

ANNUAL - \$150 PER VEHICLE OR STRUCTURE _____

FARMERS, ARTISANS, & NOT-FOR-PROFIT ORGANIZATION _____

AREA ITEMS WILL BE SOLD IN: BUSINESS _____ RESIDENTIAL _____ BOTH _____

LIST ITEMS TO BE SOLD: _____

SALES TAX ID# _____

COMPANY OR ORGANIZATION NAME: _____

ADDRESS: _____

MANAGER'S NAME: _____ PHONE # _____

PEDDLING OR HAWKING HOURS SHALL BE FROM DAWN OF EACH DAY UNTIL DUSK OF THE SAME DAY. NO FOOT PEDDLING ON SUNDAY. ALLOW A MINIMUM OF 24 HR. FOR BACKGROUND CHECK TO BE COMPLETED DURING NORMAL BUSINESS HOURS.

☐ **BACKGROUND CHECK COMPLETE AND ATTACHED BY _____**
(MUST BE COMPLETED BEFORE PERMIT GRANTED)

SIGNATURE OF APPLICANT

DATE

CITY SEAL

RECEIVED BY

AMOUNT PAID

APPLICANT/FIELD CHECK**INFORMATION CARD**

Name	Location Date Time
Residence Address	D.L.#
Business Address Info	Vehicle Color Yr. Body License
Occupation	Vehicle Modifications:
Social Security Number	
Race Sex Height	Action Leading to Check:
Weight Eyes Hair	
Complexion Date of Birth	
Unusual Features:	
	Comments:
Hat Coat	Associates:
Cap Jacket	
Blouse Dress	
Shirt Sweater	
Skirt Trousers	

CHAPTER 8 – CABLE TELEVISION FRANCHISE

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CHAPTER 8

CABLE TELEVISION FRANCHISE

ARTICLE I – NEW WAVE FEE

8-1-1 ANNUAL FEE. Telecommunications Management LLC, d/b/a New Wave shall pay an annual service provider fee to the City in an amount equal to five percent (5%) of annual gross revenues derived from the provisions of cable or video service to households located within the City. The twelve (12) month period for the computation of the service provider fee shall be the calendar year.

8-1-2 QUARTERLY PAYMENT. The service provider fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantees showing the basis for the computation. If mailed, the fee shall be considered paid on the date it is postmarked.

8-1-3 GROSS REVENUES DEFINED. For purposes of the calculation of the service provider fee, "gross revenues" shall mean consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by Telecommunications Management LLC, d/b/a New Wave for the operation of its cable system to provide cable or video service within the City, including the following:

- (A) recurring charges for cable service or video service;
- (B) event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges;
- (C) rental of set-top boxes and other cable service or video service equipment;
- (D) service charges related to the provision of cable service or video service, including but not limited to, activation, installation, and repair charges;
- (E) administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges;
- (F) late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments;
- (G) a pro rata portion of all revenue derived by the cable system from advertising or for promotion or exhibition of any products or services; and
- (H) a pro rata portion of compensation delivered by the cable system from the promotion or exhibition of any products or services sold by "home shopping" channels or similar services carried by the cable system.

8-1-4 FEE. For purposes of the calculation of the service provider fee, "gross revenues" shall not include:

- (A) revenues not actually received, even if billed, such as bad debt;
- (B) the service provider fee or any tax, fee or assessment of general applicability;
- (C) any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunications services, voice over internet protocol (VoIP) services, information services, the provision of directory or Internet advertising, or any other revenues attributed by the holder to noncable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulation, standards, or orders;
- (D) security deposits collected from subscribers, or
- (E) any amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable or video service.

(Ord. No. 2018-07; 06-05-18)

ARTICLE II – FALCON TELECABLE

8-2-1

TITLE AND PURPOSES.

(A) **Title.** This Chapter shall be known as the Anna , IL Cable Television Franchise Ordinance.

(B)

Purposes. The purposes of this Chapter are:

- (1) to establish the terms and conditions under which a cable television system must operate within Anna, IL (hereafter referred to as the "City", "Franchising Authority" or "Grantor");
- (2) to provide for the payment of a franchise fee to the City for costs associated with administering and regulating the system; and
- (3) to grant a cable television franchise to Falcon Telecable (hereafter referred to as "Falcon" or "Grantee").

8-2-2

DEFINITIONS.

For the purposes of this Chapter the following terms, phrases, words and their derivations shall have the meaning defined herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

"Cable Act" means *The Cable Communications Policy Act of 1984* as amended by *The Cable Television Consumer Protection and Competition Act of 1992*, P.L. 102-385, 47 U.S.C. 521 *et seq.*

"Cable Television System" or "Cable Communications System" means any non-broadcast facility consisting of a set of transmission paths and associated signal reception, transmission and control equipment, that is designed to distribute to subscribers or other users audio, video and other forms of communications services via electronic or electrical signals.

"Channel" is a band of frequencies, in the electromagnetic spectrum, capable of carrying one audio-visual television signal.

"City" means Anna, IL in its present form or in any later reorganized, consolidated, enlarged or reincorporated form, which is legally authorized to grant a cable television franchise under state and federal law pursuant to this Chapter. The City may also be referred to as the "Franchising Authority" or "Grantor".

"City Council" means the City Council of Anna, IL.

"Falcon" means Falcon Telecable, which may also be referred to as "Grantee".

"FCC" means the Federal Communications Commission.

"Franchise" means the rights granted pursuant to this Chapter to construct, own and operate a cable television system along the public ways in the City, or within specified areas in the City.

"Franchise Area" means that portion of the City for which a franchise is granted under the authority of this Chapter. If not otherwise stated in an exhibit to this Chapter, the Franchise Area shall be the legal and geographic limits of the City, including all territory which may be hereafter annexed to the City.

"Franchising Authority" means Anna, IL, its City Council acting as the City's duly elected governing body, its lawful successor or such other duly authorized body or individual who has the legal authority to grant a cable television franchise pursuant to this Chapter.

"Grantee" means a person or business entity or its lawful successor or Assignee which has been granted a franchise by the City Council pursuant to this Chapter.

"Gross Subscriber Receipts" as the term is used in calculating franchise fees means revenues actually received by the Grantee from cable television services it provides to its subscribers in Anna after deducting the following: (a) any fees or assessments levied on subscribers or users of the system which are collected by the Grantee for payment to a governmental entity; (b) franchise fees paid by the Grantee to the City; (c) state or local sales or property taxes imposed on the Grantee and paid to a governmental entity; and (d) federal copyright fees paid by the Grantee to the Copyright Tribunal in Washington, D.C.

"Public Way" or "Right-of-Way" means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge,

tunnel, park parkways, waterways, or other public right-of-way including public utility easements or rights-of-way and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City which shall entitle the City and the Grantee to the use thereof for the purpose of installing and maintaining the Grantee's cable television system.

"School" means any public elementary or secondary school.

"Subscriber" means any person who receives monthly cable television service provided by the Grantee's cable television system.

8-2-3 FRANCHISES; APPLICATIONS AND CRITERIA FOR GRANT.

(A) **Franchise to Operate Required.** It shall be unlawful to operate a cable television system within the City unless a valid franchise has first been obtained from the Franchising Authority pursuant to the terms of this Chapter. A franchise granted pursuant to this Chapter shall authorize the Grantee to provide cable television services within the City and to charge subscribers for such services. It shall also authorize and permit the Grantee to traverse any portion of the City in order to provide service outside the City. Unless otherwise specified, the Franchise Area shall be the legal boundaries of the City.

(B) **Application Procedures and Criteria.** An application for a new cable television franchise shall be submitted to the Franchising Authority in a form specified by or acceptable to the City, and in accordance with procedures and schedules established by the Franchising Authority. The Franchising Authority may request such facts and information as it deems appropriate.

- (1) Upon request, any applicant shall furnish to the Franchising Authority a map of suitable scale, showing all roads and public buildings, which indicates the areas to be served and the proposed dates of commencement of service for each area. The proposed service area shall be subject to approval by the Franchising Authority. If approved, the service area shall be incorporated into any franchise granted pursuant to this Chapter. If no service area is specifically delineated in a franchise, it shall be considered to be coterminous with the boundaries of the City.
- (2) After receiving an application for a franchise, the Franchising Authority shall examine the legal, financial, technical and character qualifications of the applicant. The Franchising Authority may grant one or more non-exclusive franchises creating a right to construct and operate a cable television system within the public ways of the City, subject to the provisions of this Section.
- (3) In the event an application is filed proposing to serve a franchise area which overlaps, in whole or in part, an existing Grantee's franchise area, a copy of such application shall be served upon any existing Grantee by the City by registered or certified mail. Such notice shall be considered a condition precedent to consideration of the application for a franchise by the Franchising Authority.

(C) **Competing or Overlapping Franchises.**

- (1) Any franchise granted by the Franchising Authority shall be non-exclusive. However, while the Franchising Authority may grant more than one franchise, nothing in this Chapter shall be construed to require it to grant more than one franchise if the Franchising Authority determines pursuant to the procedures established in this Section that granting additional franchises would be detrimental to the public interest.
- (2) If one or more competing or overlapping franchises are granted, the Franchising Authority shall not grant such a franchise on terms or conditions which are either more favorable or less burdensome than those granted under any existing franchise or ordinance. Any franchise which may be granted shall require the new Grantee to provide cable

service to the entire franchise area then served by the existing Grantee. Moreover, an existing Grantee may, at its discretion, comply with the most favorable terms contained in any subsequent franchise granted by the Franchising Authority.

(D) **Permits for Non-Franchised Entities.** The Franchising Authority may issue a license, easement or other permit to a person other than the Grantee to permit that person to traverse any portion of the Grantee's franchise area within the City in order to provide service outside, but not within the City. Such license or easement, absent a grant of a franchise in accordance with this Chapter, shall not authorize nor permit said person to provide cable television service of any type to any home or place of business within the City nor render any other service within the City.

8-2-4 FRANCHISE GRANTED UNDER THIS CHAPTER. Pursuant to the terms of this Chapter, a franchise is hereby granted to Falcon Telecable (which may be referred to herein as "Falcon" or "Grantee") to operate and maintain a cable television system in the City for a period of **fifteen (15) years** commencing on the date of adoption of this Chapter. Falcon shall have the option to renew this franchise for an additional term of **five (5) years**, provided that it is in substantial compliance with the material terms of this Chapter at the time of its expiration.

8-2-5 FRANCHISE FEE.

(A) **Payment of Annual Fee.** The Grantee shall pay a franchise fee to compensate the City for all costs associated with administering and regulating the cable system. The amount of the franchise fee shall be **five percent (5%)** of the Grantee's annual Gross Subscriber Receipts, as defined herein. Such fee shall be paid on an annual basis. Grantee shall be entitled to list the franchise fee as a separate line item on monthly bills.

(B) **Reporting and Auditing of Fee Payments.** Prior to **February 28th** of each year the Grantee shall file a report showing Grantee's Gross Subscriber Receipts for the calendar year and the amount of franchise fees due to the City. The Grantee shall have an obligation to maintain financial records of its Gross Subscriber Receipts and Grantee fee payments for audit purposes for a period of **three (3) years**, and the Franchising Authority shall have the right to audit the Grantee's books at the offices where such books are maintained.

8-2-6 SUBSCRIBER RATES.

(A) All charges to subscribers shall be consistent with a schedule of fees for services offered and established by the Grantee. Rates shall be nondiscriminatory in nature and uniform to persons of like classes under similar circumstances and conditions.

(B) The Grantee will provide the City with **thirty (30) days** advance written notice of any change in rates and charges whenever possible.

(C) Grantee may offer different or discounted rates at its discretion for promotional purposes and may establish different rates for different classes of subscribers where appropriate, such as offering discounted rates to low-income individuals or groups or bulk rates to multiple unit dwellings.

(D) Grantee shall inform each new subscriber of all applicable fees and charges for providing cable television service.

(E) Grantee may, at its own discretion and in a non-discriminatory manner, waive, reduce or suspend connection fees, monthly service fees or other charges on a one time or monthly basis for promotional purposes.

(F) Grantee may refuse to provide service to any person because of prior account with that person remains due and owing.

(G) A Grantee may offer service which requires advance payment of periodic service charges.

(H) The Grantee shall provide refunds to subscribers in the following cases:

(1) If the Grantee fails within **seven (7) days** to commence service requested by a subscriber, it will refund all deposits or advance charges

that the subscriber has paid in connection with the request for such service at the request of the subscriber.

- (2) If a subscriber terminates any service at any time and has a credit balance for deposits or unused services, the Grantee will, upon notice from the subscriber and upon return of all of Grantee's equipment, refund the appropriate credit balance to the subscriber. The subscriber will be responsible for furnishing the Grantee a proper address to which to mail the refund.
- (3) If any subscriber's cable service is out of order for more than **forty-eight (48) consecutive hours** during the month due to technical failure, damage, or circumstances within the control of the Grantee, the Grantee will credit the account of that subscriber on a *pro rata* basis upon the subscriber's written request. The credit will be calculated using the number of **twenty-four (24) hour** periods that service is impaired and the number of channels on which service is impaired as a fraction of the total number of days in the month that the service impairment occurs, and the total number of channels provided by the system in the absence of an impairment.

8-2-7

CUSTOMER SERVICE AND CONSUMER PROTECTION.

(A)

Office Location and Telephone Service.

Grantee shall maintain an office in sufficient proximity to the City to permit Grantee's customer service and technical personnel to promptly respond to all customer service requests or technical problems which may arise, as further described below. Grantee shall maintain telephone answering service or an answering machine to receive service calls **twenty-four (24) hours** per day. A listed local telephone number or toll free (800) number shall be made available to subscribers for service calls. Corrective action shall be completed as promptly as practicable.

- (1) In establishing response time to service or repair calls, the Grantee may differentiate between service problems unique to a single household as compared to problems caused by a service outage which affects a large number of subscribers ("area outage"). An "area outage" is defined as an outage of all cable channels in **four (4)** or more residences in the same neighborhood or area which is caused by a problem with the cable system, rather than being caused by the subscriber or by a cause beyond the Grantee's control, such as a loss of power from the local electric company.
- (2) All area outages shall be responded to as soon as possible after notification on a 24 hours a day, 7 days a week basis. Designated technicians shall be on call **twenty-four (24) hours** a day to respond when notified by phone or paged by Grantee or an answering service employee. Technicians are expected to repair the problem found and have the system operational as soon as possible. Except for circumstances beyond the Grantee's control such as acts of God, weather, wars, riots and civil disturbances, the Grantee shall be capable of locating and correcting system malfunctions promptly.

(B)

Consumer Protection.

The Grantee shall not, without good cause, fail to make available cable service to prospective subscribers nor shall the Grantee terminate service without good cause. Service shall be provided to all interested customers consistent with the line extension provisions contained in this Chapter.

- (1) Unless a written contract exists between the Grantee and a subscriber, service shall be on a month-to-month basis.

(C) **Protection of Privacy.** The Grantee and the Franchising Authority will constantly guard against possible abuses of the right of privacy or other rights of any subscriber or person. In particular, the Grantee shall comply with the privacy provisions of the Cable Communications Policy Act of 1984, 47 U.S.C. 551.

- (1) Grantee shall not permit the transmission of any signal – aural, visual or digital – from any subscriber’s premises without first obtaining the informed consent of the subscriber, which shall not have been obtained from the subscriber as a condition of any service for which transmission is not an essential element. The request for such consent shall be contained in a separate document which enumerates and describes the transmissions being authorized and includes a prominent statement that the subscriber is authorizing the permission in full knowledge of its provision and shall be revocable at any time by the subscriber without penalty of any kind whatsoever. This provision is not intended to prohibit the use or transmission of signals useful only for the control or measurement of system performance or used only for billing subscribers or providing basic or optional services.
- (2) Grantee shall not permit the use of any special terminal equipment in any subscriber’s premises that shall permit transmission from the subscriber’s premises of two-way services utilizing aural, visual or digital signals without first obtaining written permission of the subscriber as provided in paragraph (A) of this Section.
- (3) Grantee, or any of its agents or employees, shall not, without the specific written authorization of the subscriber involved, sell or otherwise make available to any party any list which identifies the viewing habits or responses of individual subscribers.

8-2-8

(A)

EXTENSION OF CABLE SERVICE.

Extension of Service.

- (1) A Grantee which is not already serving the entire franchise area shall provide service to all portions of the franchise area reaching a minimum density of **thirty (30)** dwelling units per linear strand mile, as measured from the nearest system trunk line, within **twelve (12) months** after the grant of a franchise.
- (2) Grantee shall provide aerial or buried drop lines to new subdivisions within the franchise area at the request of the developer provided that the developer contracts and agrees with the Grantee to pay the cost of the extension of the service.
- (3) Grantee shall extend and make cable television service available to any resident within the franchise area who requests connection at the standard connection charge if the connection to the resident would require no more than a standard **one hundred fifty (150) foot** aerial drop or a **seventy-five (75) foot** buried drop line or extension from the nearest feeder cable. With respect to requests for connection requiring an aerial or buried drop line in excess of the maximum standard distance, Grantee shall extend and make available cable television service to such residents at a connection charge not to exceed its actual costs for the distance exceeding the standard **one hundred fifty (150) feet** of aerial or **seventy-five (75) feet** of underground cable respectively.
- (4) In areas with fewer than **thirty (30)** residential units per proposed cable bearing strand mile, Grantee shall offer a cost-sharing arrangement with residents. A dwelling unit will be counted for this

purpose of its lot fronts a street. The cost-sharing arrangement shall consist of the following:

- (a) At the request of a resident desiring service, Grantee shall determine the cost of the plant extension required to provide service to the potential subscriber from the closest point on the cable system where it is technically feasible. The cost of construction shall be allocated based on the following formula:
- (b) If a request for extension of service into a residential area requires the construction of cable plant which does not pass at least **thirty (30)** potential subscribers per proposed cable bearing strand mile, Grantee and residents who agree to subscribe to cable service will each bear their proportionate share of construction costs. For example, if there are **five (5)** dwelling units per proposed cable bearing strand mile, Grantee's share will equal **5/30ths** or **one-sixth (1/6)** of the construction cost. The remaining cost will be shared equally by each subscriber.
- (c) Should additional residents actually subscribe to cable television service in areas where subscribers have already paid a proportionate share under the extension cost sharing formula, subscribers who have previously paid a proportionate share under the extension formula shall be reimbursed *pro rata* for their contribution or a proportional share thereof. In such case, the *pro rata* shares shall be recalculated, and each new subscriber shall pay the new *pro rata* share, and all subscribers who previously paid a proportionate share shall receive *pro rata* refunds. In the event such subscribers (or prior subscribers) have been disconnected or have moved and owe the Grantee money which has not been recovered, Grantee shall have the right to first apply the refund to amounts owed the Grantee and give the balance, if any to the subscriber. At such time as there are **thirty (30)** potential subscribers per cable bearing strand mile, the subscribers shall receive their *pro rata* share of construction costs. In any event, **one (1) year** after the completion of a project, subscribers who have paid a share of line extension costs are no longer eligible for refunds, and the amounts paid in construction costs will be credited to the plant account of Grantee.
- (d) Where the density of residential dwelling and occupied commercial or industrial structures, adverse terrain, or other factors render extension of the system and offering of cable service impractical, technically infeasible or would create an economic hardship, the Franchising Authority may, upon petition of the Grantee, either waive the extension of the system into such areas, or allow the extension and offer of service on special terms or conditions which are reasonable and fair to the Franchising Authority, the Grantee and potential subscribers in such areas.

(B) **Free Basic Cable Service to Public Buildings.** Grantee shall provide, without charge, one service outlet activated for basic subscriber service to each police station, fire station, public school, public library and the City office. If it is necessary to extend Grantee's trunk or feeder lines more than **two hundred (200) feet** solely to provide service to any such school or public building, the City or the building owner or occupants shall have the option of either paying Grantee's direct costs for line extensions in excess of **two hundred (200) feet** or releasing the Grantee from the

obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover the direct cost of installing cable service, when requested to do so, in order to provide: (1) more than one outlet, (2) inside wiring, or (3) a service outlet requiring more than **two hundred (200) feet** of drop cable to any public building.

8-2-9**INSURANCE AND INDEMNIFICATION.**

(A) **Insurance.** Grantee shall maintain in full force and effect during and throughout the term of this Agreement the following insurance policies:

- (1) A general comprehensive liability policy indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of **One Million Dollars (\$1,000,000.00)** per personal injury, death of any one person or damage to property and **One Million Dollars (\$1,000,000.00)** for personal injury, death of any two or more persons in any one occurrence or damage to property.

- (a) All insurance policies called for herein shall be in a form satisfactory to the Franchising Authority and shall require **thirty (30) days** written notice of any cancellation to both the Franchising Authority and the Grantee. The Grantee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the Franchising Authority, written evidence of the issuance of replacement policies within **thirty (30) days** following receipt by the Franchising Authority or the Grantee of any notice of cancellation.

(B) **Indemnification.** The Grantee, by its acceptance of a franchise granted pursuant to this Chapter, shall indemnify and hold harmless the City, its officials, boards, commissions and employees against any and all claims, suits, causes of action, proceedings, and judgments for damage arising out of the award of a franchise to the Grantee and its operation of the cable television system under the franchise. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Grantee's cable television system whether or not any act or omission complained of is authorized, allowed, or prohibited by the franchise.

8-2-10**FRANCHISE VIOLATIONS; PROCEDURES, NOTICE AND CURE.**

(A) **Procedures in the Event of Alleged Violations.** In the event of an alleged violation of this Chapter, grantor or grantee agree to meet informally, in good faith, to discuss the allegations and to resolve matters to the mutual satisfaction of both parties.

(B) **Notice, Response and Opportunity to Cure Alleged Violation(s) Notice, Response and Opportunity to Cure Alleged Violation(s).**

- (1) Should informal negotiations fail to produce a satisfactory result, the Franchising Authority shall notify the Grantee in writing, by certified mail, of the alleged violation(s) or failure to meet any of the terms or provisions of this Chapter. The Grantee shall be given a minimum of **thirty (30) days** from the date of receipt of such notice to resolve the problem, or to respond in writing, stating its explanation for the alleged violation(s) and what actions, if any, have been or are being taken to cure the alleged violation(s) or lack of compliance.
- (2) Upon receipt of the Grantee's response, the Franchising Authority may accept the Grantee's explanation and/or remedy proposed. Alternatively,

if the Franchising Authority does not accept the Grantee's explanation or believes that the violation(s) will not be properly cured within a reasonable period of time from the date of the original notice of the violation(s), the Franchising Authority may seek legal action to enforce the terms of this Chapter.

(C)

Franchise Termination and Continuity of Service.

- (1) In the event that the Franchising Authority denies renewal or revokes a franchise, which denial or revocation is upheld by a final judicial determination, the Grantee shall be afforded a period of **one (1) year** from the effective date of the final judicial order upholding denial of renewal or revocation of the franchise, including any appeal, within which to transfer or convey the assets of the cable system. Approval of such a transfer shall not be unreasonably withheld.
- (2) In the event the franchise is terminated, whether by revocation, expiration, or otherwise, the Grantee may continue to operate the cable system pursuant to the terms and conditions of the terminated franchise, until the happening of one of the following.
 - (a) In the case of expiration, a new franchise or an extension of the expired franchise is granted.
 - (b) In the case of a revocation or a denial of renewal, a final judicial adjudication has been made, including any appeal, which has resulted in a finding or order that the Franchising Authority's denial of renewal or revocation is upheld, and the Grantee is not entitled to reinstatement, renewal or extension of the franchise and is not otherwise entitled to continue to operate the cable system.
 - (c) The passage of **six (6) months** from the time the Franchising Authority has denied renewal or revoked the franchise with no appeal being filed by the Grantee.

(D)

Force Majeure. In the event the Grantee is prevented or delayed in the performance of any of its obligations under this Chapter by reason of flood, fires, hurricanes, tornadoes, earthquakes or other acts of God, insurrections, war, riot, sabotage, vandalism, strikes, boycotts, lockouts, labor disputes, unusually severe weather conditions, acts or omissions or delays by utility companies upon whom Grantee is dependent for pole attachments or easement use, Grantee is unable to obtain necessary financing or any other event which is beyond the reasonable control of the Grantee and shall result in the impossibility of performance, the Grantee shall have a reasonable time under the circumstances to perform its obligations under this Chapter or to procure a reasonable and comparable substitute for such obligations. Under such circumstances the Grantee shall not be held in default or noncompliance with the provisions of the Chapter, nor shall it suffer any penalty relating thereto.

8-2-11

TRANSFER OR ASSIGNMENT OF FRANCHISE.

(A)

Transfer or Assignment to a Related Entity. A Grantee may transfer or assign its franchise to a related entity upon **thirty (30) days** notice to the Franchising Authority. Consent of the Franchising Authority shall not be required for such an assignment, provided that: (1) the Franchising Authority is provided with a reasonable showing that the proposed Assignee possesses the technical and financial qualifications to operate the cable TV system and, (2) that the Assignee agrees to comply with the terms of this Chapter.

(B)

Pledge For Security Purposes or Assignment to Related Entity. The Grantee may secure financing or an indebtedness by trust, mortgage, or other instrument of hypothecation of the franchise, in whole or in part, without requiring the consent of the Franchising Authority. Consent shall not be required to assign a franchise from one business entity to another which is operated or managed by the present Grantee or manager of the system. In addition, so long as the

manager and/or general partner of the Grantee remains the same, consent shall not be required to transfer the interests of any limited partner of the Grantee, who has no day-to-day operational control of the Grantee or the system.

(C) **Transfer or Assignment to an Unrelated Entity.** A Grantee may transfer or assign its franchise to another entity (the "Assignee") upon **thirty (30) days** notice to the Franchising Authority. Consent of the Franchising Authority shall not be required for such an assignment, provided that: (1) the Franchising Authority is provided with a reasonable showing that the proposed Assignee possesses the technical and financial qualifications to operate the cable TV system and, (2) that the Assignee agrees to comply with the material terms of this Chapter. In no event shall the Franchising Authority unreasonably delay or deny the assignment or transfer of a franchise. The reasonableness of the Franchising Authority's actions shall be subject to judicial review by a court of appropriate jurisdiction.

(D) **Transfer Procedures.**

- (1) If no action is taken by the Franchising Authority within **one hundred twenty (120) days** following receipt of the notice of a proposed assignment by the Grantee, the assignment of the franchise shall be deemed approved.
- (2) If, following a review of the information provided to it, the Franchising Authority determines that the proposed Assignee may not be technically and financially qualified to operate the cable system, the procedures below shall be followed:
 - (a) Within **thirty (30) days** following receipt of the notice of proposed assignment from the Grantee, the Franchising Authority shall inform the Grantee in writing by certified mail of its intent to hold a hearing, providing due process to the Grantee and the Assignee, for the purpose of receiving evidence as to the Assignee's technical and financial qualifications. Such hearing shall be held by the City within **forty-five (45) days** following receipt of the notice of assignment.
 - (b) Within **fourteen (14) days** following the date of the hearing, the Franchising Authority shall make a formal determination regarding the proposed assignment and if it determines that the proposed Assignee is not qualified to operate the cable system or it determines for any other reason not to assign the franchise, it shall send a written explanation of its decision to the Grantee by certified mail no later than **fourteen (14) days** after the public hearing has been held.

8-2-12 SYSTEM UPGRADE.

(A) **Rebuild.** Grantee agrees to upgrade the existing Anna Cable TV System on or before **July 1, 1999**. The upgraded system will be constructed so as to provide the capability of passing a minimum of **eighty-three (83) channels** on an analog and/or digital basis through its trunk and feeder lines. **(Ord. No. 99-1; 01-05-99)**

(B) **Emergency Override System.** Falcon will provide an Emergency Override System (EOS) for use by the City. This EOS will allow the City to interrupt all system channels with live voice communications and will be accessible **twenty-four (24) hours a day, seven (7) days a week**. Grantee will provide and maintain the EOS at no cost to the City. The EOS will be fully operational within **eighteen (18) months** from the adoption of this Franchise Agreement.

(C) **PEG Channels.** On or before **July 1, 1999**, Grantee will provide and maintain **one (1) Access Channel** on its cable system for exclusive use by the City. The Access Channels' activation point will be located at the Anna-Jonesboro Community High School. In addition, Grantee will make available for use by the City, a video-cassette recorder, character generator and camcorder for the programming of said Access Channel. **(Ord. No. 99-1; 01-05-99)**

(D) **Programming.** Within **thirty (30) days** of the adoption of this Franchise Agreement, Grantee specifically agrees to provide the TNT programming service.

8-2-13**GENERAL PROVISIONS.**

(A) **Compliance With State and Federal Law.** The Grantee and the City shall at all times comply with all applicable State and Federal laws and the applicable rules and regulations of administrative agencies. If the Federal Communications Commission (FCC) or any other federal or state governmental body or agency enacts any law or regulation or exercises any paramount jurisdiction over the subject matter of this Chapter or any franchise granted hereunder, the jurisdiction of the City shall cease and no longer exist to the extent such superseding jurisdiction shall preempt or preclude the exercise of like jurisdiction by the City. The Franchising Authority and the Grantee reserve all rights they each may possess under law, unless expressly waived herein.

(B) **Notice to the Grantee.** Except as otherwise provided in this Chapter, the City shall not meet to take any action involving the Grantee's franchise unless the Franchising Authority has notified the Grantee by certified mail at least **thirty (30) days** prior to such meeting, as to its time, place and purpose. The notice provided for in this Section shall be in addition to, and not in lieu of, any other notice to the Grantee provided for in this Chapter. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified mail return receipt requested, addressed to:

Falcon Telecable
10900 Wilshire Boulevard, 15th Floor
Los Angeles, California 90024
Attn: Howard Gan

(C) **Street Occupancy.** Grantee shall utilize existing poles, conduits and other facilities whenever possible, but may construct or install new, different, or additional poles, conduits, or other facilities whether on the public way or on privately-owned property within the written approval of the appropriate government authority, and, if necessary, the property owner. Such approval shall not be unreasonably withheld by the governmental agency.

(1) All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and appearance and reasonable convenience of property owners who adjoin on any public way and at all times shall be kept and maintained in a safe condition and in good order and repair. The Grantee shall at all times employ reasonable care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(2) Grantee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to the direction of the Franchising Authority or other appropriate governmental authority.

(D) **Access to Public and Private Property.** The City agrees that it will not interfere with the Grantee's right to enter and have access to the property and premises of the City or that of any subscriber for purposes of installing cable TV service or recovering and removing Grantee's property and equipment when a subscriber's service is terminated, and a subscriber refuses to return such equipment to the Grantee.

(E) **Technical Violations.** In the case of technical violations not posing a substantial safety hazard the City shall grant the Franchisee sufficient time to complete any required repairs and shall not assess penalties or liquidated damages against the Franchisee so long as the Franchisee makes a showing to the City that it is working promptly, diligently and in good faith to correct such technical violations. A "substantial safety hazard" shall be defined as one posing an imminent likelihood of causing significant bodily injury if not repaired immediately.

(F) **Nondiscrimination in Employment.** The Grantee shall neither refuse to hire nor discharge from employment nor discriminate against any person in compensation, terms, conditions, or privileges of employment because of age, sex, race, color, creed, or national origin. The Grantee shall insure that employees are treated without regard to their age, sex, race, color, creed or national origin.

(G) **Grantee May Issue Rules.** The Grantee shall have the authority to issue such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable it to exercise its rights and perform its services under this Chapter and the Rules of the FCC, and to assure

uninterrupted service to each and all of its subscribers. Such rules and regulations shall not be deemed to have the force of law.

(H) **Severability of Ordinance Provisions.** If any section of this Chapter or the franchise, or any portion thereof, is held invalid or unconstitutional by any court of competent jurisdiction or administrative agency, such decision shall not affect the validity of the remaining portions of the Chapter or franchise.

8-2-14 **EFFECTIVE DATE.** This Chapter shall become effective upon the date of its adoption by the Franchising Authority. Any failure by the Franchising Authority to follow proper procedures under state or local law in adopting this Chapter or granting a franchise shall not abrogate the rights or obligations of either the Grantee or the Franchising Authority under this Chapter. If, following adoption of this Chapter it is subsequently determined that proper legal procedures have not been followed by the Franchising Authority, it shall be the responsibility of the Franchising Authority to rectify any procedural defects and ratify the terms of this Chapter. This Agreement shall be interpreted according to the laws of the State of Illinois and any disputes arising hereunder shall be subject to the jurisdiction of the courts of the State of Illinois.

(Ord. No. 96-5; 07-02-96)

CHAPTER 9 – CEMETERY

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CHAPTER 9

CEMETERY

ARTICLE I - GENERALLY

9-1-1 CEMETERY ESTABLISHED. Those certain parcels of land described and depicted in those certain plats the original of which was platted and filed for record in the Office of the County Clerk of Union County are hereby declared to be the Anna Cemetery.

9-1-2 ADMINISTRATION OF CEMETERY. The Cemetery shall be administered by the Public Works Manager. Said Manager is authorized to make such rules and regulations, not inconsistent with the terms of this Chapter, as are reasonably necessary as in his opinion to carry out the purposes and intent of this Chapter. **(Ord. No. 91-10; 06-04-91)**

9-1-3 RESTRICTIONS. The following restrictions shall apply to the Cemetery and each lot referred to herein:

- (A) No part of the cemetery shall be used for any purpose other than the burial and interment of the body of human beings.
- (B) Not more than **one (1)** grave shall be placed upon any grave site.
- (C) There should be **one (1)** grave marker per grave, and it shall be flat or perpendicular to the ground, as established by the City Council by resolution.
- (D) A concrete footing with a border around each grave marker shall be **six (6) inches** in width and shall be flush with the surface of the surrounding ground. However, for bronze markers to be set flush with the ground, in lieu of a concrete border a granite base with a border of **four (4) inches** in width shall suffice. **(Ord. No. 89-17; 11-07-89)**
- (E) No flower, shrub, or plant life of any kind shall be planted, grown or maintained upon any part of the Cemetery, except those placed by City.

9-1-4 SALES AND PURCHASES. All sales and purchases of burial plots within the Cemetery shall be made from and through the office of the City Clerk, and no sale shall be made other than for cash paid to the City at the Office of the City Clerk prior to conveyance of such lot or burial plot. Provided, however, that for those certain lots for which installment purchases have occurred, the City Clerk shall notify the installment purchases and all such remaining installments for each lot shall be paid. In the event that any such payment is not made, the title to said lot shall revert to the City.

9-1-5 GRAVE PRICES. The fees to be charged by the City for Grave Spaces and Grave Space openings in the Anna Cemetery shall be as follows:

- (A) Grave Spaces (Purchase): **Three Hundred Twenty-Five Dollars (\$325.00)**
- (B) Grave Space Opening (Monday – Friday) – **Three Hundred Twenty-Five Dollars (\$325.00)**
- (C) Grave Space Opening (Weekends/Holidays) – **Five Hundred Dollars (\$500.00)**
- (D) Grave Space Opening – Cremation – **Two Hundred Twenty-Five Dollars (\$225.00)**

Any and all revenues raised and/or received by the City as a result of the enactment and implementation of this Section shall be used for and expended upon the care, maintenance and operation of the Anna Cemetery. **(Ord. No. 2010-08; 07-06-10)**

9-1-6 DELIVERY OF DEED. Upon the purchase of said lot and payment of same as set forth herein above, the Mayor and the City Clerk shall execute and delivery to the purchaser of a lot or burial plot a deed under the corporate seal of the City for such lot or plot. The City Clerk shall provide a book of blank deeds for cemetery lots, with stubs, for each, on which stub shall be entered the number of the lot, the name of the grantee, the price of the same, and the date. The City Clerk shall keep and preserve in her office the plats of the City cemeteries and also a record in numerical order of the lots and blocks in such cemeteries, with the price at which each is for sale and shall further keep a record of all subsequent sales.

9-1-7 PERMIT FOR BURIAL REQUIRED. Any person desiring to make a burial or interment in the cemetery shall apply to the City Clerk for a permit, therefore. Upon payment of the fees set forth herein below and hereinabove the City Clerk shall deliver to the applicant for permission to make interment to make a certificate. Provided, however, that no certificate shall be issued for the following legal holidays:

- (A) Christmas
- (B) Memorial Day

9-1-8 CERTIFICATE. The certificate issued under the preceding section shall state the name of the deceased and the number of the lot or block in which the deceased is to be interred, and the City Clerk shall make an entry in a suitable book of the name of deceased, the date of death, the disease, cause or manner of death, sex and color of deceased.

(Ord. No. 80-18; 06-03-80)

CHAPTER 11 – EMPLOYEE POLICIES

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CHAPTER 11

EMPLOYEE POLICIES

ARTICLE I – PURPOSE

11-1-1 PURPOSE. The purpose of the Employee Code is to implement and maintain a uniform system of employment within all departments of the City and shall hereinafter be referred to as the "**Code**". The Code is designed to provide employees and management with information pertaining to the employment policies and procedures applicable to all City employees.

All policies and procedures contained in this Code shall go into effect immediately upon passage by the City Council and approved by the Mayor.

All employees shall be required to adhere to the policies and procedures as they are outlined in this Code.

Upon adoption by the City Council, this Code shall be the nonexclusive policy of all departments of the City concerning terms and/or conditions of employment.

In order to implement and carry out the express provisions and the intent of this Code, the City Administrator may pronounce policies consistent with this Code. A copy of any such policy shall be distributed to the Mayor and the City Council.

Nothing in this Code shall in any way affect the City's and City Administrator's right to develop and disseminate information concerning the operations of any department and employee's job functions, duties and job position description.

All employees shall sign the Employee Notification Letter found in **Appendix "A"** of this Chapter.

ARTICLE II - GENERALLY

- 11-2-1** **DEFINITIONS.** The following words shall have the following meanings when used in this Code:
- (A) **Employer.** The term employer, as used in this Code, means the City.
- (B) **Employee.** The term employee, as used in this Code, means a person working as a volunteer or for remuneration for services rendered to the City. For purposes of this Code, an Elected Official is not an employee whose personal rights are affected by the Code.
- (C) **Full-Time.** Those employees scheduled to work a minimum of **forty (40) hours** per work week on a continuous basis. Full-time employees are eligible for overtime pay and compensatory time.
- (D) **Employee – Full-Time/Part-Time.** The term shall mean any person working up to **fifteen hundred (1,500) hours** per year.
- (E) **Part-Time.** Those employees scheduled to work no more than **one thousand (1,000) hours** per year.
- (F) **Department.** The term department, as used in this Personnel Code, shall mean the governmental unit for whom the employee is directly working for and rendering services.
- (G) **City Administrator.** The term City Administrator, as mentioned in this Code, means the one individual ultimately responsible for all operations of the department.
- (H) **Immediate Supervisor.** The term immediate supervisor, as used in this Code, shall mean the individual to whom the employee shall immediately report and be responsible for his work. An immediate supervisor may be the Mayor, City Administrator, Chief of Police, or the Public Works Manager.
- (I) **Volunteers.** Those individuals who accept on an unpaid basis various work assignments for any department. These individuals receive no wages or benefits.

ARTICLE III – PRE-EMPLOYMENT VERIFICATION POLICY

11-3-1 PRE-EMPLOYMENT VERIFICATION POLICY. This policy is intended to serve as a guide relating to the hiring of permanent full and part-time employees.

11-3-2 GENERAL POLICY. The City has elected to institute a pre-employment verification process. Other information may also be gathered as part of the pre-employment verification process. Each employee is subject to a **six (6) month** probationary period and results of the pre-employment verification process may impact permanent employment. Results of this process will remain completely confidential.

11-3-3 REQUIRED VERIFICATIONS.
(A) **Identity and Criminal Record Check.** The Mayor or a person designated by the Mayor shall verify the personal identity of each employee with the Social Security Administration to ensure valid social security numbers. Criminal record checks shall also be reviewed by the corporate authorities.
(B) **Motor Vehicle.** A motor vehicle check is required for all employees who driving during working hours or drive municipal vehicles. This check includes the verification that the employee has a valid driver's license and other accident and conviction history. Motor vehicle information shall be reviewed annually as long as the employee's job duties include operating a motor vehicle.

11-3-4 OPTIONAL VERIFICATIONS.
(A) **Employment.** The City Administrator shall verify past employment at the request of the City Council. All information on the application MUST be LEGIBLE. The following fields are required: Employer name, address, city, state and Start Date.
(B) **Licenses, Certifications, Degrees.**
(1) **Education Verification.** To verify education, the following fields shall be completed: College name, address, city and state and degree received.
(2) **Transcript.** If needed, applicant must provide directly from the institution.
(C) **Certification Verification/Professional License.** If needed, applicant shall provide a copy of a professional license so it may be verified.

ARTICLE IV - HIRING POLICY

11-4-1 REQUIREMENTS. Employment is based on each applicant's qualifications as compared with the requirements of the available position. Consideration is given to ability, experience, education, training and character.

No consideration shall be given to the applicant's political party affiliation or support in regard to any decisions on hiring, promotion, transfer, or recall.

11-4-2 RESIDENCY REQUIREMENTS. All employees of the City shall reside within **thirty (30) minutes** of the corporate limits. All applicants for employment with the City at the time of their initial interview with City officials, shall be notified of this City policy.

11-4-3 APPLICATION FORMS. Applications for positions with the City shall be filed on forms furnished by the City Clerk. All successful applicants shall produce an original social security card. The City Administrator may require certificates of competency, licenses, medical examinations, post-offer medical examination, drug and alcohol tests, background investigations, references, police checks, motor vehicle reports/driving history, oral interviews, or other evidence of special qualifications. The City Administrator may reject applications of persons who are found to lack any of the requirements established for the position. The Mayor with the advice and consent of the City Council shall appoint all full-time employees. In considering applications of various individuals, length of service shall be used as a factor in the selection of applicants but will not be considered the sole or even the predominant factor. No employee shall be hired and placed on the payroll and receive fringe benefits until all employment related forms, including but not limited to the employment application form, are filled out and forwarded to the City Clerk.

11-4-4 PROMOTIONS. Employees are encouraged to apply for job openings in higher classifications and will be considered for promotion for job openings upon written application. All full-time employees may be considered for promotions. Probationary employees may apply, but do not have to be considered, depending upon the discretion of the City Administrator.

When an employee is promoted, the employee will be placed on probation. At the end of the probationary period, the employee's performance will be formally evaluated and one of the following actions shall be taken by the City or City Administrator based upon employee's performance and conduct:

(A) The employee may assume the new position having successfully completed the probationary period.

(B) The probationary period may be extended.

(C) The employee may be demoted to a position commensurate with the employee's ability, if the lower position is available.

11-4-5 PROBATIONARY PERIOD. All full-time employees of the City shall be probationary employees for **six (6) months** commencing their first working day as full-time employees. The probationary period may be extended by the City Council.

If an employee of the City changes job classifications, then he or she shall be required to commence a subsequent **six (6) month** probationary period to commence the **first (1st) day** after all required off-site training has been completed. If off-site training is required, then the employee shall successfully complete the off-site training before the **six (6) month** probationary period shall commence.

ARTICLE V - COMPENSATION

11-5-1 PAYCHECKS. Employees shall receive their paycheck on a weekly basis. Employees shall work at least **one (1) week** before being paid, creating a **one (1) week** lag, which will be paid upon termination of employment. The paycheck actually issued will be for the preceding pay period.

11-5-2 COMPENSATION. The basic rate of pay shall be set forth by the City Council and/or the Collective Bargaining Agreement.

11-5-3 OVERTIME. Overtime at **one and one-half (1 1/2) times** the regular rate of pay is available to full-time employees as outlined in the Collective Bargaining Agreements.

11-5-4 SALARY INCREASES. Employees are eligible for a salary increase based on the schedules set forth in the Collective Bargaining Agreements or management contract.

ARTICLE VI - HOURS OF WORK

11-6-1 WORK WEEK. The following shall be the parameters for the work week:

(A) **Public Works.** The work week for the employees of the Public Works Department shall be from **7:00 A.M. to 4:00 P.M.**

(B) **City Hall.** The work week for the employees of City Hall shall be **eight (8) hours** during the period of **7:00 A.M. to 6:00 P.M.**

(C) **Continuous Operation.** Whenever necessary, each Manager shall provide for the continuous operation of the Department.

(D) No work shall be performed at home, without prior approval of the City Administrator.

(E) Prior approval of immediate supervisors is necessary for any employee to work early or stay late to do work related activity.

11-6-2 LUNCH. The following shall apply for lunches:

Each Manager shall establish the lunch schedule for their own department unless it is outlined by the Collective Bargaining Agreement.

Travel time to and from any eating place is included in the lunch period. The lunch break cannot be used for compensatory time or as a substitute for tardiness. Lunch periods may not be taken at the end of the day or in conjunction with a rest period unless the employee has obtained written approval from his or her immediate supervisor.

11-6-3 TIME AND ATTENDANCE. Each Manager shall maintain accurate daily attendance records. An employee shall be at their places of work in accordance with the attendance rules. Tardiness or other abuse of regular attendance will not be tolerated. The attendance records will indicate information in order to properly pay employees for actual work performed. An employee shall have the right to review his attendance record on file in the department.

No one will be permitted to sign in or out for another employee.

An employee shall, whenever possible, provide advance notice of absence from work.

When City offices and buildings are open, but inclement weather prevents employees from reaching the buildings, employees may account for such absences by using accrued time, such as vacation and compensatory time earned, or the employee may elect to be docked for time off. Sick leave may not be used to cover absence due to inclement weather.

ARTICLE VII - LEAVES

11-7-1 VACATION PAY SCHEDULE. The following shall be the vacation benefits for full-time employees:

One (1) week vacation for employee after **one (1) year** of continuous work.

Two (2) weeks vacation for employee for service of **two (2) years** and up to **six (6) years** of service.

Three (3) weeks' vacation after employee has completed **six (6) years** or more of service.

Four and one-half (4.5) weeks' vacation after employee has completed **eleven (11) years** and up to **sixteen (16) years** of service.

Five (5) weeks' vacation after employee has completed **sixteen (16) or more years** of service.

All full-time employees hired after **May 1, 2010** shall be entitled to **seventy percent (70%)** of the vacation listed above.

All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** of the vacation listed above.

Earned vacations must be taken during each fiscal year, or otherwise with approval of the City Council.

11-7-2 PAID HOLIDAYS.

(A) New Year's Day.

(B) Martin Luther King Day.

(C) President's Day.

(D) Good Friday.

(E) Memorial Day.

(F) Independence Day.

(G) Labor Day.

(H) Columbus Day.

(I) Veteran's Day.

(J) Thanksgiving Day plus following day.

(K) Christmas Day plus previous day.

(L) If a full-time employee works on a paid holiday those hours worked, which are scheduled, or unscheduled, will be paid at the regular rate of pay. The holiday will be paid at **eight (8) hours** straight time.

(M) If a full-time employee must be called back to work, for an emergency situation, while on vacation or while taking a personal day, the vacation or personal day shall cease. That employee will be paid for the number of hours worked at their normal rate of pay. The employee's remaining vacation or personal time will be rescheduled.

11-7-3 BEREAVEMENT PAY. Each full-time and full-time/part-time employee will be allowed **three (3) days** off with pay when a death occurs to a member of their immediate family. These members include spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or legal guardian. These days must be workdays and they end at the day of the funeral, unless other arrangements are approved in advance.

11-7-4 PERSONAL LEAVE. Each full-time and full-time/part-time employee will be allowed to take off each fiscal year for personal reasons, and the employee will be paid his regular pay for these days. The amount of time given is outlined in the collective bargaining agreements. However, personal days must be taken each year or forfeited.

11-7-5 SICK LEAVE.

(A) Each full-time employee will be entitled to **twelve (12) sick days** per fiscal year. All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** of the sick time.

(B) After **three (3) consecutive days** off due to illness, a doctor's verification shall be obtained and provided to the City in order for the employee to be credited for the sick days utilized.

(C) An employee is eligible for sick leave for the following reasons:

- (1) Personal illness or physical incapacity.
- (2) Quarantine of an employee by a physician/governmental authority.
- (3) Illness in the immediate family, as defined in Article 22 of the current collective bargaining agreement, requiring the employee's presence.
- (4) Medical appointments.
- (5) Any other medical reasons subject to approval of the City Council.

Sick leave used for reasons other than those outlined herein above shall be deemed an abuse of sick leave.

(D) **Abuse.** Abuse of the sick leave privilege will result in discipline in conformity with the collective bargaining agreement. Additionally, if the City ascertains an employee has abused sick leave, the City at its discretion may withhold payment for days absent.

(E) Each employee will be entitled to unlimited accumulated sick days.

(F) **Notification.** An employee who is unable to work due to any of the reasons listed in **Section 11-7-5(C)** shall report the reason for his/her absence to the employees Department Head or Supervisor as soon as possible but no later than **one (1) hour** prior to the time he/she is expected to report to work.

The employee shall state the nature of the illness or injury, location of confinement and the telephone number where the employee can be reached. The employee must also state whether the absence is claimed to be from a previous injury sustained while on duty. Supervisors are to be kept informed daily, whenever possible, of the employee's condition. Upon return to work, employees will inform their supervisor or City Administrator as to the cause of illness and indicate whether a continuing impairment might have occurred.

(E) **Resumption of Work.** In order to continue active work assignments or to resume work after an illness or injury or disability, employees shall provide the department with a written physician's statement releasing employee to assume activities within their position responsibility if:

- (1) Upon returning to work after prolonged illness for **five (5) consecutive days** or more;
- (2) Upon returning to work from an extended leave of absence;
- (3) After the employee has a potentially disabling illness, injury or condition;
or
- (4) Upon returning to work after a diagnosed communicable disease.

11-7-6 ILLNESS OR INJURY AT WORK. Any employee who is ill or injured on the job shall immediately notify the Manager who may require the employee to be transported to a hospital for examination by a physician or surgeon.

11-7-7 MATERNITY AND REASONABLE ACCOMMODATION. Pregnancy shall be considered the same as any short-term disability, and request for pregnancy leave shall be made through the disability leave clause. Request for parental leave following childbirth shall be made through the Leave of Absence clause, **Section 11-7-8(G), Family and Medical Leave Act.**

If you are pregnant, recovering from childbirth, or have a condition related to pregnancy, you have the right to ask for a reasonable accommodation. This includes bathroom breaks, assistance with heavy lifting, a private space for expressing milk, or time off to recover from your pregnancy. For more information regarding your rights on Pregnancy in the Workplace, download the Illinois Department of Human Rights fact sheet at www.illinois.gov/dhr, or refer to the posted "Pregnancy Rights Notice."

11-7-8 LEAVE OF ABSENCE. No employee on leave of absence may earn vacation, or sick leave, except when the leave was for the purpose of accepting a temporary work assignment in another office.

All types of leave of absence do not earn vacations or sick leave while the employee is on leave of absence.

While the employee is on leave of absence, the length of service still continues to accumulate except for special leave situations under this Section (A) and for (G) Family and Medical Leave Act situations. Length of service is specifically prohibited from accumulating on Special Leave cases and on Family and Medical Leave Act situations. The prohibition on length of service accumulation is not contained in any other type of leave of absence situation. Therefore, the Code should be construed to allow accumulation of length of services while on leave of absence other than "special leave" and the "Family and Medical Leave Act".

(A) If a special leave is approved by the City Council, coverage under Illinois Municipal Retirement Fund may be maintained pursuant to IMRF rules and regulations. A request form for special leave is found in **Appendix "E"** at the conclusion of this Chapter.

(B) **Military.** Any full-time, salaried exempt, or part-time employee who is a member of a Reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for **fifteen (15) days** and the City shall pay the difference in salary and any additions or extensions thereof without pay as may be necessary for the employees to fulfill the military reserve obligation. Such leaves will be granted without loss of length of service or other accrued benefits.

In case of an emergency call up (or order to state active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of length of service or other accrued benefits.

Military earnings during the military reserve obligation or for the emergency call shall be submitted and assigned to the City, and the City shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earning for the period, the City Council shall return the difference to the employee.

To be eligible for military reserve leave or emergency call up pay, the employee shall provide the City with a certificate from the commanding officer of the employee's unit that the leave taken was for either such purpose.

Full-time employees entering into military service as a result of voluntary enlistment, induction into the service by draft, or conscription will be afforded all of the privileges provided by the **Illinois Compiled Statutes, Chapter 330, Section 60/1 et seq.**

(C) **Jury Duty.** An employee shall be excused from work for days in which the employee serves on Jury Duty. The employee shall receive his regular pay for jury service. The employee shall present proof of jury service and the amount of pay received shall be turned over to the City Treasurer. The employee shall also turn over to the City any expense allowances paid by the court, if the jury duty is located at the County Courthouse. If an employee is given an early release from jury duty, the employee shall then report to his or her regular work assignment.

(D) **Witness.** An employee shall be excused from work when lawfully subpoenaed to serve as a witness. The employee must present written proof of the summons to testify to qualify for an excused absence. Notice to employee's supervisor should be made in advance of appearing in court. An employee's excused absence from work shall be on an unpaid basis, unless the employee's witness activity is work related and the witness activity is requested by the City. The employee shall turn over to the City any witness fee when the employee's witness activity is work related. The employee may choose to use a vacation day, if the witness activity is not work-related.

(E) **Educational Leave.** The City Council may grant an employee an educational leave of absence for the purpose of engaging in a training course. No educational leave may be granted unless in the judgment of the City Council the training course would benefit the City by improving the employee's qualifications to perform the duties of the employee's position or by qualifying the employee for advancement in rank or grade to another position in the City service. Employee shall receive his regular pay during an education leave of absence for training courses when so authorized by the City Council.

Employees may request an educational leave without pay to seek further professional training in specialty fields. Such leave may be up to **ten (10) months** in duration and requires the approval of the City Council. An employee on education leave without pay does not accrue vacation or sick leave credit for the period of leave. When ready to return to work, the employee will be offered the first available

full-time position at the same job level the employee held prior to departing on educational leave without pay.

(F) **Family and Medical Leave Act.** An employee is eligible for a leave of absence through the Family and Medical Leave Act of 1993. In order to be eligible for leave, an employee must have worked for the employer at least **twelve (12) months** and must have worked at least **one thousand two hundred fifty (1,250) hours** over the previous **twelve (12) months** prior to the leave. Eligible female and male employees are allowed up to **twelve (12) weeks** of leave per **twelve (12) month period** following the birth of a child, the placement of a child for adoption or foster care, or the serious health condition of the employee or an immediate family member (defined for purposes of this Family and Medical Leave Act situation as including the employee's child, spouse or parent). The leave for birth or placement must take place within **twelve (12) months** of the birth or placement of the child.

The employee's leave shall be unpaid. The employee may, upon approval of the City Council, use accumulated sick leave and/or vacation leave. During the leave, the City shall continue to provide coverage under its group health plan. Following return upon leave, the employee shall be returned to a position with equivalent pay, benefits and other terms and conditions of employment.

In order to utilize leave of absence pursuant to the Family Medical Leave Act, the employee should give **thirty (30) day** notice.

For leave based upon serious health conditions, the employer may require certification from the employee's health care provider for leave. Employer reserves the right to require a second medical opinion at the employee's own expense. The request form is found in **Appendix "D"** at the conclusion of this Chapter.

(G) **Expiration of Leave.** When an employee returns from a leave of **six (6) months** or less, the City Administrator shall return the employee to the same or similar position in the same class in which the employee was incumbent prior to commencement of such leave.

An employee's same or similar position will not be protected for reductions in force or where the position has been eliminated. Employees are subject to termination if they are absent from work for more than **six (6) months**. No employee may be absent without permission of the supervisor to which assigned. In the absence of extenuating circumstances, an employee who is absent from work for any reason and fails to notify his or her supervisor within **two (2) working days** will be considered to have resigned.

No employee on leave of absence may earn vacation, or sick leave, except when the leave was for the purpose of accepting a temporary working assignment in another office.

ARTICLE VIII - MISCELLANEOUS BENEFITS

11-8-1 **INSURANCE.** Insurance will be provided on the following basis:

(A) **Life and Medical Insurance.** All full-time and full-time/part-time employees are covered by a medical plan funded by the City.

All full-time and full-time/part-time employees are covered by life insurance and accidental death and dismemberment policy. A manual is provided to employees at the time of hiring which further explains the policy. The manual is obtained from the Payroll Clerk's Office.

The Payroll Clerk shall be notified of a divorce or legal separation of the covered employee, and further must be notified when a child is no longer eligible as a covered dependent of the employee.

(B) **Legal Defense and Liability Insurance.** In any claim or action instituted against an employee, or former employee, where such claim or action arises out of any act or omission, made in good faith, occurring within the scope of employment of the employee, or former employee, the City shall, upon written request of the employee or former employee, appear and defend the employee or former employee, against any such claim or action, including the process of appeal. The City Attorney shall appear for and defend the employee. This Section excludes disciplinary proceedings or criminal proceedings.

(C) **Other Insurance Types.** All City employees are additionally covered by the following:

- (1) Social Security legislation and salary deductions shall be made for Social Security purposes in accordance with the law.
- (2) Workers' Compensation Act, **(820 ILCS Sec. 305/1 et seq.)** Any work-related injury or illness must be reported to the employee's supervisor within **twenty-four (24) hours** of the injury or onset of illness.
- (3) Unemployment Insurance, the costs of which shall be paid by the City.

11-8-2 **TRAINING.** For meetings and seminars, employees may be granted leave with pay to attend meetings, seminars and conventions of professional and technical organizations, when such attendance would benefit the employee's ability to perform the job, and is approved in advance by the City Council.

For any training programs conducted after regular working hours, such training shall be voluntary unless arrangements for such training includes the granting of overtime.

All employees shall be reimbursed for mileage expenses incurred while attending assigned schools outside the County. Upon receipt of a notice to attend the training school, the employee will request the use of a departmental vehicle to transport those attending to and from school. If a departmental vehicle is not available, reimbursement shall be made for the employee's use of their personal vehicle. When **two (2)** or more persons attend the same school at the same time the City Administrator may require that only **one (1) person** will be eligible to receive reimbursement for travel. The rate of reimbursement shall be established by the City Council.

11-8-3 **DEATH BENEFITS.** Each employee shall fill out a designation of beneficiary form. Upon the death of an employee, the designated beneficiary shall be entitled to receive from the budget for personal services theretofore available for payment of the employee's compensation, such sums for any accrued vacation period to which the employee was entitled to at the time of death. Such payment shall be computed by multiplying the employee's daily rate of pay by the number of days of accrued vacation at the time of death.

Upon the death of an employee, the estate shall receive any unpaid compensation, accrued overtime, or other benefits the employee would have been allowed had the employee survived.

Family members of deceased employees should contact the City Clerk's Office for explanation of any further benefits the family members or the estate of the deceased employee may be entitled to.

11-8-4 TRAVEL. Staff vehicles are to be used only for activities directly related to the conduct of business. Under no circumstances are the vehicles to be used for personal activities. Reimbursement is provided for the use of employee's private vehicles for official business at the rate designated by the State of Illinois for actual mileage traveled. Private vehicles will only be used when Department vehicles are not available and prior approval is given by the Mayor. Use of staff vehicles are restricted to employees who have a valid drivers' license with current liability insurance. Employees are not permitted to use City vehicles without the knowledge of their supervisor or City Administrator. All employees using private vehicles must record mileage on the expense log along with the destination and purpose of the trip. The log is to be returned with the vehicle's keys. Expense claims for private vehicle usage will be honored only if the listed trip is initialed by the immediate supervisor. Any malfunctions or damages must be reported to the immediate supervisor. Travel in any vehicle will always be by the most direct route unless otherwise approved by the Mayor or City Administrator.

If the most economical means of travel available is by some type of transportation other than an automobile, the mode selected shall be approved by the employee's supervisor and City Administrator before departure. Travel by either airplane or train shall be by coach or business class.

Reimbursements for first class accommodations may be permitted only when coach class is not available.

Employees who take staff vehicles home are not considered on official business during the commute unless they must regularly perform duties during that commute.

11-8-5 REIMBURSEMENT OF OTHER EXPENSES. An employee shall be allowed reimbursement for the actual cost of meals in accordance with these rules but not to exceed the rates indicated in the reimbursement schedule. It is not necessary to submit receipts when receiving per diem. It is necessary to submit receipts when receiving reimbursement for individual meals.

For breakfast, an employee only will receive reimbursement if the employee is on travel status and leaves headquarters or residence at or before **7:00 A.M.**

For lunch, travel within **fifty (50) miles** of the City is not reimbursed.

For dinner, an employee must be on travel status and arrive back at the headquarters or residence at or after **8:00 P.M.** For employees commencing travel after the close of business but before **6:00 P.M.**, reimbursement for dinner is allowed.

Advance per diem checks must be requested a minimum of **three (3) days** in advance. A per diem allowance is available only when overnight lodging is obtained or when the travel assignment is **eighteen (18) hours** or more. A per diem allowance provided in the reimbursement schedule represents the maximum daily amount allowable and is given in lieu of a meal allowance. Receipts must be submitted to support allowances other than meals when on per diem.

(A) **Reimbursement Schedule.**

Automobile Mileage - State of Illinois rate (Proof of automobile liability insurance is required to obtain automobile mileage reimbursement).

Per diem allowance/IRS per diem rate for various cities, as published in the GSA Publication (with receipts, per them allowance is **\$40.00**).

Breakfast	-	20% of IRS published rate
Lunch	-	30% of IRS published rate
Dinner	-	50% of IRS published rate

If a conference fee includes a meal, the per diem allowance shall be reduced by the amount of the particular meal included in the reimbursement schedule.

In order to be reimbursed for business expenses, the employee shall submit an expense log. This log shall be signed by the employee submitting the expense claim and approved by the Mayor or City Administrator. An expense log should be submitted to the Treasurer and will be paid on the appropriate disbursement date. Liable expenses include but are not limited to meals, conference fees, hotel and motel accommodations, taxi fares, parking and toll fees. Personal expenses, such as personal phone calls, in-room movies and bars, or other entertainment will not be reimbursed. Receipts must accompany travel requests for reimbursement.

Non-reimbursable expenses include, but are not limited to, alcoholic beverages, personal entertainment, valet service, magazines and newspapers.

Gratuities shall be reimbursed to a maximum of **fifteen percent (15%)** except for those departments, programs, or projects which are prohibited by Federal or State rules or regulations from making reimbursements for gratuities.

Employees traveling overnight shall be reimbursed for **one (1) phone call** to their home phone number with a **Five Dollar (\$5.00)** limit for the call. When a delay occurs in traveling, then the employee shall be reimbursed for **one (1) additional phone call** to their home phone with a **Five Dollar (\$5.00)** limit for reimbursement.

11-8-6 **ILLINOIS MUNICIPAL RETIREMENT FUND.** The City will participate in contributions for all eligible employees to the Illinois Municipal Retirement Fund. The City shall follow all guidelines of IMRF in order to protect the benefits of the employees.

ARTICLE IX - REGULATIONS AND RESTRICTIONS

DIVISION I - GENERAL

11-9-1 ACCIDENTS/INJURIES. Anytime an employee is involved in an automobile accident with a City automobile or in a personal automobile while on City business, the employee shall notify his or her supervisor immediately with all pertinent information including whether personal injury is involved and whether any traffic citations were issued. All supervisors shall within **twenty-four (24) hours** notify the City Attorney if any traffic citations were issued to a City employee and shall provide the City Attorney with a copy of the citations. An employee is obligated to cooperate with the City and any of the City's legal representatives regarding the accident and any citations that may have been issued.

11-9-2 APPEARANCE. Neatness and good taste in dress, as well as care toward personal hygiene, are expected of all employees. For safety and hygienic purposes, employees may be required to comply with any appropriate dress code that is set forth by the City Administrator or City Council during the performance of their duties.

Employees may be requested to change inappropriate dress, and work lost while doing so will not be compensated by the department. Employees may be evaluated on their dress and appearance. The City Administrator is the only individual who may make exceptions to the dress code.

11-9-3 USE OF DEPARTMENT PROPERTY. All department property and equipment entrusted to any employee will be used in accordance with the property's prescribed function. All damage through recklessness, gross negligence, intentional act, deliberate misuse, or theft shall be replaced and paid for by the employee committing the violation. Such replacement of property by the employee shall not be considered the exclusive remedy against the employee, and the employee may still be subject to discipline. All department property, personal lockers, and personal offices are subject to search and seizure. All department property shall be inspected by the employee's immediate supervisor prior to issuance of the property.

No department property shall be used for private or unauthorized purposes. All employees are required to return all department property or equipment in their possession upon separation, promotion, and/or transfer.

11-9-4 TELEPHONE USAGE. Good telephone habits are an indication that the department is interested in serving the public. At all times, answer promptly and courteously. Identify yourself by name and section, be friendly and helpful. Write time and date of any message from the caller, transfer calls tactfully, give accurate information, do not keep the caller waiting and hang up carefully.

All personal telephone usage, including cellular telephones, whether incoming or outgoing, shall be kept to a minimum. Employees shall be charged and accountable for such usage. Employees shall also be responsible for the care of the cellular units to avoid misplacement and theft.

Employees shall keep incoming and outgoing personal calls to a minimum.
(See Division II for computer usage.)

11-9-5 CORRESPONDENCE AND COMMUNICATIONS. No employee shall use their official position, engage in official transactions or business to harass any individual or to secure a benefit for himself or other individuals. Courtesy should be given in all communications and correspondence, and all employees should refrain from unnecessarily criticizing any individuals or agencies concerning official transactions or business.

11-9-6 SMOKING. Smoking by City employees shall not be allowed during working hours.

11-9-7 PHOTO I.D.'S. The City Council may issue a photo I.D. card for employees. All employees who are issued a shield badge and/or photo I.D. are required to be in possession of the badge and/or photo I.D. on and off duty. Employees shall not use their shield or identification card for personal business or personal gain. If a shield or identification card is lost or stolen, it must be reported in writing to the City Administrator without delay.

11-9-8 SPEECH AND DISSEMINATION OF INFORMATION. Employees are encouraged to appear before civic organizations, fraternal organizations or any other group in an official capacity. Employees shall notify the City Administrator prior to accepting such speaking engagements.

Employees are cautioned against making statements or giving impressions regarding official agency policy or position without prior expressed authority being granted. Normally, the City Council has the sole right to adopt and interpret the policies of the organization. If in doubt, it is always preferable to consult the City Administrator before making any statements that might possibly be misinterpreted or misconstrued by the general public or press.

The City Administrator shall make all news releases concerning the department.

The City shall comply with the **Illinois Freedom of Information Act**, and employees are allowed to disseminate information pursuant to the Act. However, employees are not allowed to disclose any information that is exempted by **Illinois Freedom of Information Act** or prevented from disclosure by any other state statutes. Employees who receive Freedom of Information Act requests shall notify the City Administrator, who may consult with the Municipal Attorney to ensure timely compliance. **(See Chapter 22 – Mandated Policies)**

11-9-9 RELATIONS WITH CREDITORS. The City shall charge employees any authorized costs when making wage deduction pursuant to court order or State or Federal statutes.

11-9-10 POSSESSION OF FIREARMS. Unless authorized by the Chief of Police, and unless authorized by the City Council, no employee of any department has legal authority to carry weapons while in the performance of their official duties.

11-9-11 ETHICS. Employees shall not recommend or promote the sale of any specific brand name product or equipment.

Many employees in the course of their work have access to medical information about patients, clients, employees, or other individuals. This may be medical, legal or job-related information. Such information is not to be repeated or discussed outside the department or with other personnel unless such information is a necessary part of the employee's assigned duty.

Employees shall inform the City Administrator or Mayor of any possible conflict of interest situations they may have.

Employees are prohibited from accepting gifts, gratuities, or any item of value for work performed on behalf of the City. **(See Chapter 22 – Mandated Policies)**

11-9-12 OTHER EMPLOYMENT. Employees are prohibited from having conflicting employment while having a full-time position. An employee may not be paid by another employer for the same **forty (40) hour** period employee is being paid by the department. If a full-time employee performs outside services or employment, such services or employment shall be reported to the supervisor for prior approval, and advance notification shall be given by the employee to the City Administrator.

Fees earned by an employee for serving as an instructor for a class during other than normal working hours which is not sponsored by the City in another City agency, shall be dealt with as follows:

- (1) No overtime shall be earned and the fee retained, or;
- (2) Overtime shall be earned and the fee surrendered to the City Clerk and recorded as miscellaneous income.

Employees who are injured while engaging in other employment shall notify their supervisor and the City Clerk.

11-9-13 PHYSICAL EXAMINATIONS. Each applicant for employment may be required to successfully complete a post-offer physical examination by a doctor of the employer's choice, including a drug screen upon the request of the City. At any time, employees may be required to submit to a physical examination. As a condition of their employment, the employees of the department shall authorize the release of medical testing information including drug screens to the City for departmental use only.

Each employee authorized to carry and use a gun while at work for the City, and all employees engaging in heavy manual labor as their principal form of job activity for the City may be required to submit to an annual physical exam and/or drug screens by a doctor of the employer's choice.

Drug screens can be conducted on a random basis for any security personnel employed by the City, except those under police personnel contract, for any employee authorized to carry and use a gun while performing work related activities for the City and for any employee that is required to hold other than a Class A driver's license for work related purposes. For all other employees, drug screens shall be conducted upon probable cause.

The term "drug screens", as used throughout and disclose to the City Administrator, any drug or alcohol problem that the employee may currently have.

11-9-14 REIMBURSEMENT OF COST OF TRAINING. If an employee of the Police Department leaves the department's employment before the completion of **three (3) years** from the initial date of employment, that employee will be liable for all costs incurred in the employee's selection, background investigation, equipment issue and training, prorated over a **three (3) year** period. Incurred training costs will be deducted from any remaining paychecks.

11-9-15 PRESCRIPTION DRUG USE. Any employee who is taking prescription or over-the-counter drugs or medication which may impact on abilities to perform work shall report the use of the drugs or medications to the immediate supervisor, along with the name and address of any medical doctors prescribing the medication.

11-9-16 - 11-9-17 RESERVED.

DIVISION II - DRUG & ALCOHOL ABUSE POLICY

11-9-18 POLICY AND PURPOSE.
(A) The City is dedicated to providing safe, quality service to all citizens of and visitors to our community. Our most valuable resources in providing this service are our employees. Amongst our major goal is to provide employees with a safe, healthy, satisfying work environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

- (1) Assure employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
- (2) Create a workplace environment free from adverse effects of substance (drug) abuse and/or alcohol misuse.

- (3) Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances (drugs).
- (4) Encourage employees to seek professional assistance any time personal problems, including alcohol and/or drug dependency or use, adversely affects their ability to perform their assigned duties.
- (B) It is the purpose of this policy to:
 - (1) Assure employee fitness for duty and to express our policy of zero tolerance for drug and alcohol abuse.
 - (2) Protect other employees and the general public from the risks posed by the misuse of alcohol, controlled substance abuse and the use of over-the-counter medications with potentially impairing side effects.
 - (3) Comply with all applicable State and Federal laws and regulations governing workplace anti-drug and alcohol abuse programs.
 - (4) Comply with the following regulations:
 - (a) U.S. Department of Transportation (DOT) 49 of the Code of Federal Regulations (CFR) Part 29, "the Drug-Free Workplace Act of 1988."
 - (b) DOT CFR Part 40 sets standards for collection and testing of urine and breath specimens.
 - (c) All gas system employees are covered under DOT 49 CFR Part 40 (DOT 49 CFR Part 40 is attached).

11-9-19 DRUG AND/OR ALCOHOL TESTING. All City employees are subject to drug and alcohol testing. Drug testing will be performed by urinalysis, and alcohol testing will be performed by breath analysis. All employees are covered by one or more of the tests provided by this policy.

- (A) **Pre-Employment Testing.**
 - (1) Testing for controlled substances shall be made only after a conditional offer of employment, but prior to beginning work. This applies to all employees.
 - (2) Positive tests shall result in the withdrawal of the conditional offer of employment.
 - (3) In certain emergencies, if an individual starts employment prior to test results being received, the employee shall not operate any City vehicle or heavy equipment until the drug test results have been received and verified by the City Administrator.

- (B) **Work Accident Testing.**
 - (1) All work accidents shall be reported immediately to appropriate supervisory personnel.
 - (2) All employees of any classification are subject to work accident drug and alcohol testing.
 - (3) Alcohol testing shall be completed within **two (2) hours** of a work accident. Drug testing shall be completed within **thirty-two (32) hours** of work accident.
 - (4) Work accident testing is required for:
 - (a) Accidents involving a motor vehicle or heavy equipment;
 - (b) Accidents resulting in damage to City equipment or property, or private property; and
 - (c) Accidents resulting from a violation of a safety policy or procedure.
 - (5) Work accident testing shall be completed during or after necessary medical treatment within the time frame listed above.

- (C) **Random Testing.**
 - (1) All employees shall be subject to random testing for, controlled substances and alcohol.

- (2) Random testing may occur at any time without warning.
- (3) If chosen for random testing, the employee is required to report for testing the same day as notified unless otherwise approved by City Administrator.

(D)

Reasonable Suspicion or Probable Cause Testing.

- (1) All employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are indicative of the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:
 - (a) Physical signs and symptoms consistent with controlled or prohibited substance use or alcohol misuse.
 - (b) Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
 - (c) Occurrence of a serious or potentially serious accident that may have been caused by controlled or prohibited substance abuse or alcohol misuse.
 - (d) Physical fighting, assaults, battery, and flagrant disregard or violations of established safety, security, or other operating procedures.
- (2) A supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol or controlled substance misuse, shall make a reasonable suspicion referral.
- (3) At the time an employee is ordered to submit to testing for reasonable suspicion, the City shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order of the test.

(E)

Additional Testing.

- (1) **Return-to-Duty Testing.** An employee who is away from work for a period of **thirty (30) days** or greater must test negative on a return-to-duty test prior to being scheduled for work.
- (2) **Return-to-Duty Testing.** Employees who previously identified themselves as drug or alcohol dependent must test negative on a return-to-duty test and be evaluated and released to duty by a Substance Abuse Professional before returning to work. A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium for Alcohol and Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases. Before scheduling the return to duty test, the SAP must assess the employee and determine if the required treatment has been completed.
- (3) **Follow-Up Testing** shall be required of persons returning from voluntary drug or alcohol rehabilitation programs. Employees will be required to undergo frequent, unannounced urine and/or breath testing following their return to duty. The follow-up testing will be performed for a period of **one (1) to five (5) years** with a minimum of **six (6) tests** to be performed the first year. A qualified Substance Abuse Professional will determine the frequency and overall duration of the follow-up tests beyond the minimum.

11-9-20 DRUG TESTING, PROCESS AND PROCEDURE.

(A) Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations.

(B) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

(C) Alternate methods may be utilized when the employee is seeking medical treatment due to an injury.

(D) Cutoff concentrations for drug tests shall be in accordance to the DOT Rule 49 CFR Part 40 Section 40.87.

(E) Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40. Each specimen will be accompanied by a DOT or Non-DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. An initial drug screen will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. The test results from the laboratory will be reported to a Medical Review officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will notify the employee of the positive laboratory result and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate explanation is found, the test will be verified positive and reported to the City Administrator. If a legitimate explanation is found, the MRO will report the test result as negative.

(F) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer.

(G) In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocols.

(H) An employee who questions the results of a required drug test may request that the split sample be tested. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the production set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within **seventy-two (72) hours** of notice of the original sample verified test result. Requests after **seventy-two (72) hours** will only be accepted if the delay was due to documented facts that were completely beyond the control of the employee.

11-9-21 DRUG USE PENALTIES.

(A) Any employee with a confirmed positive drug test shall immediately be placed on unpaid leave, pending an investigation and subject to discipline, up to termination in accordance with the employee's respective bargaining agreement and/or employment contract.

(B) Refusal to take any of the tests in this policy will be treated as a positive test result and the employee shall immediately be placed on unpaid leave pending an investigation and subject to discipline, up to termination in accordance with the employee's respective bargaining agreement and/or employment contract.

11-9-22 ALCOHOL TESTING, PROCESS AND PROCEDURE.

(A) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved testing device operated by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using an NHTSA-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

(B) Any employee who has confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for **eight (8) hours** unless a retest results in a concentration measure of less than 0.02. The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to City disciplinary procedures. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees.

11-9-23 ALCOHOL USE PENALTIES.

(A) Any employee with a confirmed positive alcohol test shall immediately be placed on unpaid leave, pending an investigation and subject to discipline, up to termination in accordance with the employee's respective bargaining agreement and/or employment contract.

(B) Refusal to take any of the tests in this policy will be treated as a positive test result and the employee shall immediately be placed on unpaid leave pending an investigation and subject to discipline, up to termination in accordance with the employee's respective bargaining agreement and/or employment contract.

11-9-24 ADDITIONAL EMPLOYEE RESPONSIBILITIES.

(A) Employees who may be taking either prescription medication or "over the counter" medication which may impair their normal reaction time, distance judgment or reasoning ability must inform their supervisor of the possible impairment upon reporting to work. If the employee is unable to perform all duties associated with his or her job, the employee will be excused from work under sick leave as described in his or her respective bargaining agreement and/or employment contract.

(B) Employees who have been unexpectedly recalled for duty after consuming medication or alcohol must inform their supervisor or person responsible for making the recall notice. Supervisors shall not recall employees who have consumed medication or alcohol if such recall would place the employee in jeopardy or in violation of this Section. Alternatively, the employee may be tested to ensure a .00% blood alcohol content prior to assigning employee to duty.

(1) Unexpected Recall means that an employee has no prior notice that he or she may be recalled.

(C) Employees who fail to inform their supervisor as required above and who are involved in a work accident, which results in injury and/or property damage shall be subject to discipline, including up to termination, in accordance with the employee's respective collective bargaining agreement and/or employment contract, and the laws of the State of Illinois.

11-9-25 SUPERVISOR RESPONSIBILITIES. Supervisors shall arrange return to home transportation for any employee who reports to work when the employee may be affected by prescription or across the counter medication.

11-9-26 EMPLOYEE AND SUPERVISOR TRAINING.

(A) All employees whose positions require a CDL or who operate vehicles or heavy equipment must receive, on an annual basis, information on signs and symptoms of drug and alcohol abuse, including the effects and consequences of drug use on personal health, safety, and the work environment.

(B) All supervisory personnel must receive **sixty (60) minutes** of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and **sixty (60) minutes** of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse at least every **twenty-four (24) months**.

(Ord. No. 2022-02; 02-01-22)

11-9-27 - 11-9-29 RESERVED.

DIVISION III – COMPUTER USAGE POLICY

11-9-30 COMPUTER USAGE PROCEDURE. Routinely all personnel will have access to a computer. The following procedures must be adhered to:

(A) All employees will only use the "Log-in ID", "User ID" and "Passwords" assigned to them, i.e. use of a supervisor "User ID" and "Passwords" by a line officer is prohibited unless authorized by the Administration. Use is a privilege, not a right, which may be suspended or terminated by Mayor when, in his/her judgment, this policy has been violated by the user.

No employee is authorized to share their "password" with anyone except the Supervisor assigned to overlook all passwords in the department.

(B) It is not permissible to use City computers and equipment in any inappropriate manner, such as to disgrace the department or a fellow employee. It is forbidden to use profanity or vulgar language on any department computer equipment.

(C) Only removable storage media which are requisitioned from the storerooms and the data processing department are authorized to be used in department computers. No outside removable storage media will be authorized to be used except with permission from Administration.

(D) No employee shall be allowed to do personal work at his or her City computer. This is with or without the use of any removable storage media.

(E) No employee shall be allowed to copy any City or department document to a removable storage media and use it outside the office without permission from Administration.

(F) No employee shall be allowed to have any unauthorized programs, utilities, games or files on their City PC.

(G) Any variance from the above procedures shall have prior Administration permission.

Information and data maintained in the electronic media on City computer system are protected by the same laws and policies, and are subject to the same limitations, as information and communications in other media. Said information and data are the property of the City.

Before storing or sending confidential or personal information, users should understand that most materials on City system are, by definition, public records. As such, they are subject to laws and policies that may compel the City to disclose them. The privacy of the materials kept in electronic data storage and electronic mail is neither a right nor is it guaranteed.

11-9-31 - 11-9-34 RESERVED.

DIVISION IV – ELECTRONIC COMMUNICATIONS

11-9-35 POLICY; INTRODUCTION/PURPOSE. This policy is intended to serve as a guide on the proper use of the municipal electronic communication systems. This policy covers the use of all forms of electronic communications, including but not limited to e-mail, voice mail, fax machines, external bulletin boards, Intranet and the Internet, and applies to all users. Users are expected to read, understand and follow the provisions of this policy and will be held responsible for knowing its contents. Use of the electronic communication system constitutes acceptance of this policy and its requirements.

The City provides electronic mail (e-mail) and/or Internet access to Elected Officials and Staff who need it to perform the functions of their position. The purpose of this document is to communicate to all personnel their responsibility for acceptable use of the Internet and e-mail (whether sent over the Internet or over the City's own network). Policies and procedures are also outlined for the disclosure and monitoring of the contents of e-mail messages stored in the system when required.

The City's objectives for Employees to use e-mail and/or the Internet include:

- (A) exchanging information more efficiently than by telephone or written memorandum;
- (B) gathering information and performing research for departments; and
- (C) reducing the handling of paper copy.

11-9-36 POLICY DEFINITIONS. As used in this Policy, the terms listed below shall be defined as follows:

(A) **Electronic Mail (E-Mail).** Electronic mail may include non-interactive communication of text, data, image, or voice messages between a sender and designated recipient(s) by systems utilizing telecommunications links. It may also include correspondence transmitted and stored electronically using software facilities called "mail", "facsimile", "messaging" systems or voice messages transmitted and stored for later retrieval from a computer system.

(B) **Encryption Software.** Proprietary software that changes information from its native state to an unrecognizable coded state that can only be returned to its native state with special software.

(C) **Internet.** A worldwide network of networks, connecting informational networks communicating through a common communications language or "Protocol".

(D) **Intranet.** An in-house web site that serves the users of the City. Although Intranet pages may link to the Internet, an Intranet is not a site accessed by the general public.

(E) **World Wide Web.** An Internet client-server distributed information and retrieval system based upon hypertext transfer protocol (http) that transfers hypertext documents that can contain text, graphics, audio, video, and other multimedia file types across a varied array of computer systems.

(F) **Users.** Elected Officials, Department Heads, Employees, Volunteers, Contractors and Consultants.

(G) **Firewall.** An electronic device used to protect private networks from unauthorized access from users on the Internet.

11-9-37 OWNERSHIP. The electronic communication system is the property of the City. All computer equipment, computer hardware and computer software provided by the City are the property of the City. All communications and information transmitted by, received from, or stored in these systems are the property of the City.

11-9-38 USE OF ELECTRONIC COMMUNICATIONS. The City's electronic communications systems, including e-mail and the Internet, are intended for City business use only. Personal uses of the Internet and e-mail systems are prohibited. The City reserves the right to use

filtering software to block access to Internet sites that are considered inappropriate or non-productive. The filtered sites shall be reviewed and approved by the City Administrator.

Before using these systems, all users shall understand that any information that is created, sent, received, accessed or stored in these systems shall be the property of the City and shall not be private. If a User is permitted to use electronic communication systems, such use shall not violate any section of this policy or interfere with user's work performance.

Users shall use the same care and discretion when writing e-mail and other electronic communications as they would with any formal written communication. Any messages or information sent by users to other individuals via electronic communication systems, such as the Internet or e-mail, are statements identifiable and attributable to the City. Consequently, all electronic communications sent by users shall be professional and comply with this policy.

11-9-39 PROHIBITED COMMUNICATIONS. Under no circumstances may any user operate the City's electronic communications systems for creating, possessing, uploading, downloading, accessing, transmitting or distributing material that is illegal, sexually explicit, discriminatory, defamatory or interferes with the productivity of coworkers. Specifically prohibited communications include, but are not limited to, communications that promote or transact the following: illegal activities; outside business interests; malicious use; personal activities (including chat rooms); jokes; political causes; football pools or other sorts of gambling; recreational games; the creation or distribution of chain letters; list servers for non-work purposes; "spams" (mailing to a large number of people that contain unwanted solicitations or information); sexual or any other form of harassment; discrimination on the basis of race, creed, color, gender, religion or disability; or for solicitations or advertisements for non-work purposes. Users may not engage in any use that violates copyright or trademark laws.

Also prohibited is any activity that could negatively impact public trust and confidence in the City or create the appearance of impropriety.

Users are also prohibited from posting information, opinions or comments to Internet discussion groups (for example: news groups, chat, list servers or electronic bulletin boards). Under no circumstances may any user represent their own views as those of the City.

Users may not disclose confidential or sensitive information. Personal information such as the home addresses, phone numbers, and social security numbers of Elected Officials or Employees should never be disclosed on the Internet.

11-9-40 NO PRESUMPTION OF POLICY. Although users may use passwords to access some electronic communication systems, these communications should not be considered private. Users should *always assume* that any communications, whether business-related or personal, created, sent, received or stored on the City's electronic communication systems may be read or heard by someone other than the intended recipient.

Users should also recognize that e-mail messages deleted from the system may still be retrieved from the computer's back-up system when requested by authorized personnel. Consequently, messages that were previously deleted may be recreated, printed out, or forwarded to someone else without the user's knowledge.

11-9-41 CITY'S RIGHT TO MONITOR USE. Under authorization of the Mayor, the City may monitor, intercept, access, and disclose all information created, sent, received, or stored on its electronic communication systems at any time, with or without notice to the user. The contents of computers, voice mail, e-mail and other electronic communications will be inspected when there are allegations that there have been breaches of confidentiality, security, or violations of this Electronic Communications Policy. These inspections will also be conducted when it is necessary to locate substantive information that is not readily available by less intrusive means. Before providing access to store electronic communications such as e-mail messages, written authorization will be required from the Mayor.

The contents of the computers, voice mail, e-mail and other electronic communications may be turned over to the appropriate authority when there are allegations that there have been violations of law.

In addition, the City will regularly monitor and maintain a log of the user's Internet access, including the type of sites accessed, the name of the server, and the time of day that access occurs. The Mayor will have access to this log upon request. They may use this information that was obtained through monitoring as a basis for employee discipline.

The Mayor may authorize individuals for investigative purposes to engage in activities otherwise prohibited by this policy.

11-9-42 PROHIBITED ACTIVITIES. Users shall not download software programs of any kind. No software is to be installed on City computers without the approval of the City Council. Users may not upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or confidential, private or proprietary information or materials. Users may not use the City's electronic communication systems to gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way, nor may users use someone else's code or password or disclose anyone's code or password including their own. It is a violation of this policy for users to intentionally intercept, eavesdrop, record or alter another person's Internet and e-mail messages. Users may not allow unauthorized individuals to have access to or use the City's electronic communication systems, or otherwise permit any use that would jeopardize the security of the City's electronic communication systems. Also, users may not post an unauthorized home page or similar web site.

Users may not make unauthorized commitments or promises that might be perceived as binding the City. Users must use their real names when sending e-mail messages or other electronic communications and may not misrepresent, obscure or in any way attempt to subvert the information necessary to identify the actual person responsible for the electronic communication. Sending an e-mail message under a fictitious or false name is a violation of this policy. Likewise, using another user's account or login ID constitutes a violation of this policy.

11-9-43 PASSWORDS. Each user will maintain a unique password. Users must keep their passwords confidential and must never leave their computers unattended when logged into the system. Passwords shall be changed whenever a password may have been compromised or revealed or when the computer security system requests a new password.

Directories of user e-mail addresses may not be made available for public access. No visitors, contractors or temporary employees may use the City's e-mail without prior written authorization from the Mayor.

11-9-44 INTERNET USAGE. Access to the Internet from any PC connected to the City's network is only allowed in accordance with this policy. Alternate methods of Internet access, such as using a modem to access a personal dial-up Internet account is prohibited as it may compromise the City's network security exposing it to potential harm from computer hackers.

Sessions on the Internet are logged automatically in exactly the same way that phone numbers are logged in the phone system. Do not use the Internet for tasks that you would not want to be logged.

Web browsers leave "footprints" providing a trail of all site visits. Do not visit any site where you would be reluctant to leave your name and work locations.

Use appropriate judgment before filling out a form included in a Web page. The form shall pass through many interconnecting computers and networks before reaching its destination. Other individuals will be able to eavesdrop on it. Personal or valuable information on the form may not remain confidential. Under no circumstances should you ever put a Social Security number on the Internet.

An Internet message sent from the City's address constitutes a City communication; therefore, it should be composed and structured correctly. Whenever possible, spell check messages prior to transmission, especially when sending to a non-City address.

Sending e-mail from the City's address can be likened to sending a letter on City letterhead. Messages may be forwarded by the recipient to others, printed in a location where others may view the message, and/or directed to the wrong recipient. Also, computer forensic experts can often retrieve e-mail previously deleted. An ill-considered remark can return to haunt the sender later.

Be courteous and follow generally accepted standards of etiquette. Protect others' privacy and confidentiality. Consider the City's needs before sending, filing, or destroying e-mail messages. Remove personal messages, temporary records and duplicate copies in a timely manner.

11-9-45 RECORDS RETAINED. Certain significant types of e-mail messages or their attached files may be considered records and should be retained if required by the City's record-retention policies. Examples of messages sent by e-mail that may constitute records include:

- (A) policies and directives;
- (B) correspondence or memoranda related to official business;
- (C) work schedules and assignments;
- (D) agendas and minutes of meetings;
- (E) drafts of documents that are circulated for comment or approval;
- (F) any document that initiates, authorizes, or completes a business transaction; and
- (G) final reports or recommendations.

11-9-46 RECORDS DISPOSAL. The content and maintenance of a user's electronic mailbox are the user's responsibility. The content and maintenance of a user's disk storage area are the user's responsibility. Each user should review his/her electronic records for deletion every **thirty (30) days**.

Messages of transitory or little value that are not normally retained in record-keeping systems should be regularly deleted. Informational messages, such as meeting notices, reminders, informal notes, and telephone messages should be deleted once the administrative purpose is served. If it is necessary to retain any e-mail message for an extended period, transfer it from the e-mail system to an appropriate electronic or other filing system. With the approval of the Mayor, the City Clerk or one of his/her staff members designated by him/her is permitted to remove any information retained in an e-mail system for more than **thirty (30) days**.

11-9-47 ACCESSING USER E-MAIL DURING ABSENCE. During a user's absence, the Mayor may authorize the City Clerk to access the user's e-mail messages and electronic Internet records without the consent of the user when necessary to carry out normal business functions.

11-9-48 FIREWALLS AND NETWORK PROTECTION. Firewalls and other devices to ensure the safety of the City private network will be installed to protect all City Electronic Communication Systems. Local governments are often targets of hackers and unauthorized intrusions because of the unique types of information stored on their systems. For this reason, the City takes a *very cautious* approach to security regarding the Internet and e-mail. Policies to ensure the security of the system include, but are not limited to: blocking access to certain Internet sites; filtering out potentially threatening e-mail attachments; filtering out dangerous types of web pages including Java Script, and ActiveX programs. Other methods of security may be deployed as new threats are discovered.

Any attempts to bypass or disable the security features installed by the City will be in violation of this policy and may result in disciplinary action.

11-9-49 PASSWORD PROTECTION. Users should use caution when using encryption software or password protecting their files. Password protected files cannot be retrieved without the necessary password. The City is not responsible for any lost, damaged or inaccessible files that result from password protection.

11-9-50 VIRUSES AND TAMPERING. Any files downloaded from the Internet must be scanned with virus detection software before installation and execution. All computers designated as having access to the Internet and e-mail must have virus detection software installed on them. Users may not deliberately disable the virus protection capabilities of these systems. The intentional introduction of viruses, attempts to breach system security, or other malicious tampering with any of the City's electronic communication systems is expressly prohibited. Users must immediately report any viruses, tampering or other system breaches to the Mayor or a designated officer.

Many viruses are transmitted through the e-mail system as attachments. Caution should be practiced prior to the accessing of any attachments to e-mail messages. Never access any unexpected attachments without verifying the source and reason for it, even if you recognize the sender of the e-mail. It is common practice for hackers to alter the source of an e-mail in an attempt to spread a virus.

11-9-51 DISCLAIMER OF LIABILITY FOR USE OF THE INTERNET. The City is not responsible for material viewed or downloaded by users from the Internet. The Internet provides access to a significant amount of information, some of which contains offensive, sexually explicit and inappropriate material. It is difficult to avoid contact with this material; therefore, users of the Internet do so at their own risk.

11-9-52 DUTY NOT TO WASTE ELECTRONIC COMMUNICATIONS RESOURCES. Users must not deliberately perform actions that waste electronic communication resources or unfairly monopolize resources to the exclusion of other users. This includes, but is not limited to, subscribing to list servers, mailing lists or web sites not directly related to the user's job responsibilities; spending nonproductive time on the Internet; and doing large non-work-related file downloads or mass mailings. Electronic communication resources are limited and users have a duty to conserve these resources.

11-9-53 E-MAIL ADDRESSES. The City reserves the right to keep a user's e-mail address active for a reasonable period of time following the user's departure to ensure that important business communications reach their respective department.

11-9-54 FREEDOM OF INFORMATION ACT REQUESTS. The City will accept Freedom of Information Act (F.O.I.A.) requests from the public via the Internet. **(See Chapter 22)**

11-9-55 USE OF CREDIT CARDS ON THE INTERNET. Before making purchases on the Internet, users who are authorized to use City credit cards must ensure that they are using a secured site. The City recommends that users do not use their credit cards over the Internet and expressly disclaims responsibility for any loss or damages that results from credit card usage over the Internet.

11-9-56 VIOLATIONS. Violations of this policy may subject employees to disciplinary action ranging from the removal of electronic communication privileges to dismissal from employment. City employees who observe violations of this policy are obligated to report the violations to the Mayor or City Clerk.

11-9-57 POLICY CHANGES. The City reserves the right to change this policy at any time with notice. Nothing in this policy is intended or should be construed as an agreement and/or a contract expressed or implied. Policy changes will be disseminated electronically or in written form within **forty-eight (48) hours** of taking effect after an ordinance has been adopted.

ARTICLE X - SEXUAL MISCONDUCT POLICY

11-10-1 SEXUAL MISCONDUCT POLICY STATEMENT. The City will not tolerate and will seek to eradicate any behavior by its employees, volunteers or students which constitutes sexual misconduct toward another employee, volunteer or student. "Sexual misconduct" means any actual, attempted or alleged sexual molestation, assault, abuse, sexual exploitation or sexual injury. "Sexual misconduct" does not include "sexual harassment".

11-10-2 REPORTING PROCEDURES AND DESIGNATED SEXUAL ABUSE COORDINATOR. It is the express policy of the City to encourage victims of sexual misconduct, and their parents or guardians in the case of minors, to come forward with such claims. The Mayor shall appoint a Sexual Abuse Coordinator, as needed, who hereinafter shall be referred to as "Coordinator", who shall remain accountable for the implementation and monitoring of this policy. The identity of the Sexual Abuse Coordinator shall remain on file with the City. In order to conduct an immediate investigation, any incident of sexual misconduct shall be reported as quickly as possible in confidence, as follows:

(A) **Employees and Volunteers.** Employees and volunteers are required to report any known or suspected incidents of sexual misconduct. They must also report to their supervisor or the Coordinator. If the person to whom an employee or volunteer is directed to report is the offending person, the report should be made to the next higher level of administration or supervision.

(B) **Investigation and Confidentiality.** All formal complaints will be given a full impartial and timely investigation. During such investigation, while every effort will be made to protect the privacy rights of all parties' confidentiality cannot be guaranteed.

(C) **Discipline.** Any City employee or volunteer who is determined, after an investigation, to have engaged in sexual misconduct in violation of this policy will be subject to disciplinary action up to and including discharge.

False accusations regarding sexual misconduct will not be tolerated, and any person knowingly making a false accusation shall likewise be subject to disciplinary action up to and including discharge, with regard to employees or volunteers.

The City shall discipline any individual who retaliates against any person who reports alleged sexual misconduct or who retaliates against any person who testifies, assists or participates in an investigation, a proceeding or a hearing relating to a sexual misconduct complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

11-10-3 CHILD ABUSE. Sexual abuse of a minor is a crime.

(A) **Child Abuse Incident Reporting and Follow-Up.** Any case of known or suspected child abuse of a minor must be reported immediately in compliance with Illinois mandatory reporting guidelines and to the Coordinator and the City Attorney's Office.

In the event that the Coordinator is first notified of an incident of known or suspected child abuse, the Coordinator shall immediately notify the child's parent or legal guardian as the case be, and the appropriate legal authorities as required by state or local law. The Coordinator shall prepare a Suspected Child Abuse Standard Report and immediately follow-up to investigate the incident and to ascertain the condition of the child. The Coordinator shall communicate any questions or concerns about any incident with the State's Attorney.

Any employee or volunteer involved in a reported incident of sexual misconduct or child abuse shall be immediately relieved of responsibilities that involve interaction with minors or shall be suspended, as determined by the employee's supervisor. Reinstatement of employees or volunteers involved in a reported incident of child abuse shall occur only after all allegations of child abuse have been cleared by the County.

(B) **Maintenance of Records and Documents.** The Coordinator shall maintain all records and documentation required by law or otherwise required by this and other such related policies of the City including all documents related to procedures for hiring-screening, employee/volunteer code of conduct, training, sign-in/sign-out, pick-up and release procedures, incident reporting follow-up and disciplinary action.

ARTICLE XI – SOCIAL MEDIA POLICY

11-11-1 MISSION STATEMENT. It shall be the mission of the City to ensure its employees maintain professional conduct in their on and off work lives. This shall include the image an employee portrays of themselves on the internet and computer related media.

11-11-2 PURPOSE. The purpose of this policy is to outline the expectations of employees with respect to their use of social media and social networking and the direct effect such use has upon the reputation and perception of the City.

11-11-3 POLICY. Employees shall not use any form of social media or social networking, including but limited to: Facebook, Twitter, MySpace, LinkedIn, Tumblr, YouTube, Google+, Pinterest, Instagram, Foursquare, The Squad Room, usenet groups, online forums, message boards or bulletin boards, blogs, and other similarly developed formats, in any way so as to tarnish the City's reputation. Employees of the City are embodiments of our mission. It is vital that each employee accept their role as ambassadors of the department, striving to maintain public trust and confidence, in not only their professional actions but also in their personal and online actions. Any online activity that has the effect of diminishing the public's trust and/or confidence in the City will hinder the efforts of the City to fulfill its mission. Any online actions taken that detract from the mission of the City or reflects negatively on the position of the City will be viewed as a direct violation of this policy. For police officers: by virtue of the position of peace officer, they are held to a higher standard than general members of the public and their online activities should reflect such professional expectations and standards.

The City Administrator may post to Facebook information relative to City matters.

11-11-4 RULES AND REGULATIONS.

(A) Employees are prohibited from using City computers or cell phones/devices for any unauthorized purpose, including the participating in social media or social networking.

(B) Employees are prohibited from using any social media or social networking platform while at work. Police officers may seek permission from the Mayor to use social media or networking for investigative or for public information purposes.

(C) Unless granted explicit permission, employees including police officers of the City are prohibited from posting any of the following in any social networking platform, either on their own sites, the sites of others known to them, the sites of others unknown to them, news media pages, or other information exchange forums:

- (1) Any text, photograph, audio, video, or any other multimedia file related to any investigation of the police department, both current and past.
- (2) Any text, photograph, audio, video, or any other multimedia file related to any past or current action of the City police department, either in homage or critique.
- (3) Any text, photograph, audio, video, or any other multimedia file that is related to any City department business or event.

(D) Employees who choose to maintain or participate in social media or social networking platforms while off work shall conduct themselves professionally and in such a manner that will not reflect negatively upon the City or its mission. In the course of operating or participating in such venues, the following rules shall apply:

- (1) Employees will be held responsible for the content that appears on their maintained social media or social networking sites and will be obligated to remove any posting or material contributed by others that reflects negatively upon the City.
- (2) Sexually graphic or explicit material, of any kind, shall not be posted by the employee on any form of social media or social networking sites.

- (3) Sexually graphic or explicit material posted by others to the employee's social media or social networking sites shall be immediately removed.
- (4) Weaponry, owned by the City, shall not be displayed or referenced to, in any multimedia format, on social media or social networking sites.
- (5) Weaponry, privately owned by any police officer, shall not be displayed or referenced to, in any multimedia format, on social media or social networking sites if such displays or depictions promote a disparaging image to the City.
- (6) Any text, photograph, audio, video, or any other multimedia file included on a social media or social networking site that infers, implies, states, opines or otherwise expresses the employee's views on the public shall not be detrimental to the City's mission now shall it, in any way, undermine the public's trust or confidence of the City departments.
- (7) Any text, photograph, audio, video, or any other multimedia file included on a social media or social networking site that infers, implies, states, opines or otherwise expresses the employee's views on the legal, judicial or criminal systems shall not, in any way, undermine the public's trust and confidence of the City departments.
- (8) Any posting that detracts from the City department's mission will be considered a direct violation of this policy.

(E) Employees who are brought under administrative or internal investigation related to their performance, functionality or duties may be ordered to provide the City, or its designated investigator, with access to the social media and social networking platforms in which they participate or maintain.

(F) Employees who are brought under administrative or internal investigation related to the City's operation, productivity, efficiency, morale or reputation, may be ordered to provide the City, or its designated investigator, with access to the social media and social networking platforms in which they participate or maintain.

(G) If requested, any employee shall complete an affidavit attesting to all the social media and social networking platforms in which they mail or participate.

(H) Any candidate seeking employment with the City shall complete an affidavit attesting to all the social media and social networking platforms in which they maintain or participate on a form provided by the City.

ARTICLE XII – ANTI-BULLYING POLICY

11-12-1 APPLICATION OF POLICY. The City finds a safe work environment is beneficial for employees and promotes productivity. Workplace bullying has been linked to absenteeism, drug and alcohol use, and sexual violence. The City considers workplace bullying unacceptable and will not tolerate it. The anti-bullying policy shall apply to all individuals who are employees, volunteers and contractors. For purposes of this policy:

- (A) "Employee" is defined as an individual working for the City for remuneration;
- (B) "Volunteer" is defined as an individual who volunteers services to the City without remuneration;
- (C) "Contractor" is defined as an individual who contracts with the City to provide services, or an individual who works for a contractor of the City.

11-12-2 DEFINITION. Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a person that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) placing the person in reasonable fear of harm to the person or the person's property;
- (B) causing a substantially detrimental effect on the person's physical or mental health;
- (C) substantially interfering with the person's productivity; or
- (D) substantially interfering with the person's ability to participate in or benefit from the opportunities offered by the employer.

Bullying may be intentional or unintentional. The City considers the following types of behavior illustrative examples of bullying: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.

11-12-3 BULLYING PROHIBITED. Bullying on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, association with a person or group with one or more of the aforementioned actual or perceived characteristics, and any other distinguishing characteristic is prohibited in all places of employment, and an employer shall prevent bullying in its place of employment.

- (A) No person shall be subjected to bullying:
 - (1) during any period of employment activity;
 - (2) while working, on property of the employer, or at employer-sponsored or employer-sanctioned events or activities; or
 - (3) through the transmission of information from an employment utilized telephone, computer, computer network, or other similar electronic employer-utilized equipment.
- (B) Nothing in this policy is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment of the United States Constitution.

11-12-4 DISCIPLINARY ACTION. Any employee or volunteer who is determined, after an investigation, to have engaged in bullying in violation of this policy shall be subject to disciplinary action up to and including immediate discharge. Any contractor found to be in violation of this policy may be subject to contract cancellation.

(A) **False Accusations.** False accusations regarding bullying against employees, volunteers, contractors, or elected officials shall not be tolerated, and any person knowingly making a false accusation shall be subject to disciplinary action up to and including immediate discharge.

(B) **Retaliation for Reporting Bullying.** The City shall discipline any employee or volunteer who retaliates against any person who reports who reports alleged bullying, or who retaliates against any person who testifies, assists or participates in an investigation, a proceeding or a hearing relating to bullying complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Contractors are likewise prohibited from retaliating.

11-12-5 REPORTING AND COMPLAINT PROCEDURE. The City encourages all employees, volunteers or contractors to promptly report any instance of bullying behavior. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of bullying. Therefore, while no fixed reporting period has been established, prompt reporting of complaints or concerns is encouraged so that rapid and constructive action can be taken. The City shall make every effort to stop alleged workplace bullying before it becomes severe or pervasive, but can only do so with the cooperation of its employees.

Reports of bullying will be treated seriously, and investigated promptly and impartially. The City further encourages all individuals to whom this policy applies to formally report any concerns of assault, battery, or other bullying behavior of a criminal nature to the City Attorney's office. The City Council requires any supervisor who witnesses bullying, irrespective of reporting relationship or his/her responsibility to address it, to promptly report this conduct to the Police Chief or the Mayor.

Individuals who believe they have experienced conduct that they believe violates this policy, or who have concerns about such matter, should report their complaints or concerns verbally or in writing to his or her supervisor, or the City Attorney, before the conduct becomes severe or pervasive. If a verbal report is made, it shall be documented in writing by the official to whom it is reported. Individuals should not feel obligated to report their complaints to their immediate supervisor first before bringing the matter to the attention of one of the other designated City representatives identified above.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to bullying conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that such behavior immediately stop.

ARTICLE XIII – DOMESTIC AND SEXUAL VIOLENCE POLICY

11-13-1 PURPOSE OF POLICY. Domestic violence can permeate the lives and compromise the safety of employees with tragic, destructive and often fatal results. Domestic violence occurs within a wide spectrum of relationships, including married and formerly married couples, couples with children in common, couples who live together or have lived together, gay, lesbian, bisexual and transgender couples, and couples who are dating or who have dated in the past. Domestic violence represents a pattern of coercive tactics which can include physical, psychological, sexual, economic and emotional abuse perpetrated by one person against another in an intimate relationship or in the same household, with the goal of establishing and maintaining power and control over the victim. In addition to exacting a tremendous toll from the individuals it directly affects, domestic violence often spills over into the workplace, compromising the safety of both victims and co-workers and resulting in lost productivity, increased health care costs, increased absenteeism, and increased employee turnover. The City will take appropriate actions to promote safety in the workplace and respond effectively to the needs of victims of domestic violence.

11-13-2 DEFINITION. For purposes of this policy and pursuant to the Illinois Victims' Economic Security and Safety Act (VESSA), the following terms are defined as follows:

(A) **"Abuser":** A person who perpetrates a pattern of coercive tactics which can include physical, psychological, sexual, economic, and emotional abuse against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim.

(B) **"Domestic Violence":** Domestic violence means abuse by a family or household member, as defined by this policy pursuant to Section 103 of the Illinois Domestic Violence Act of 1986. Domestic violence includes sexual assault or stalking.

(C) **"Employee":** A person working for the City for remuneration for services.

(D) **"Family or Household Member":** For employees with a family or household member who is a victim of domestic or sexual violence, this means spouse, parent, son, daughter, other person related by blood or by present or prior marriage, another person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

(E) **"Parent"** means biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter as defined herein.

(F) **"Son or Daughter"** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under **eighteen (18) years** of age, or is **eighteen (18) years** of age or older and incapable of self-care because of a mental or physical disability.

11-13-3 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT (VESSA). The person against whom an abuser directs coercive and/or violent acts, including an employee who is a victim of domestic or sexual violence, or an employee's family or household member who is a victim of domestic or sexual violence, and whose interests are not adverse to the employee as it related to domestic or sexual violence.

11-13-4 POLICY.

(A) **Employee Awareness.** The City shall take reasonable actions to educate employees regarding the effects of domestic violence and methods to report such violence to authorities. It is the policy of the City that information on domestic violence and available resources shall be available to employees through the City Council and by this written policy, which shall be disseminated to employees.

(B) **Non-Discriminatory Policy.** Non-Discriminatory and Responsive Personnel Policies for Victimized Employees of the City shall ensure that personnel policies and procedures do not

discriminate against victims of domestic violence and are responsive to the needs of victims of domestic violence.

- (1) Illinois law prohibits employers from interfering with, restraining, or denying the exercise of any right provided under VESSA. This law requires employers, when given **forty-eight (48) hours** prior notification, to allow time off for employed victims of domestic or sexual violence and employees with a family or household member who is a victim of domestic or sexual violence, to take unpaid leave to seek medical help, legal assistance, counseling, safety planning, and other assistance without penalty from the employer for the employee or the family or household member who is a victim.
- (2) Illinois law prohibits employers from discriminating against any employee who is a victim of domestic or sexual violence or any employee who has a family or household member who is a victim of domestic or sexual violence.
- (3) An employee who is a victim of domestic or sexual violence, or has a family or household member who is a victim of domestic or sexual violence and whose interests are not adverse to the employee as it relates to domestic or sexual violence, may take unpaid leave from work to address domestic or sexual violence by:
 - (a) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the victim;
 - (b) obtaining services from a victim services organization for the victim;
 - (c) obtaining psychological or other counseling for the victim;
 - (d) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the victim;
 - (e) seeking legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.
- (4) The employee shall be entitled to a total of **twelve (12) workweeks** of leave during any **twelve (12) month** period. This policy does not create a right for an employee to take an unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by the **Federal Family Medical Leave Act**. Leave may be taken intermittently or on a reduced work schedule. An employee may substitute accumulated paid leave for unpaid leave; however, the paid leave will count toward the number of workweeks used for purposes of this policy. The employee shall provide at least **forty-eight (48) hours** advance notice of the employee's intention to take leave, unless providing such notice is not practicable. No action will be taken against an employee for failing to provide **forty-eight (48) hours** advance notice if the employee provides certification that leave was used for the purposes outlined in **Section 11-13-4(B)(2)** of this Section and can demonstrate that advance notice was not practicable.
- (5) During a leave taken pursuant to this policy, the City shall maintain coverage under its group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to return from leave, however, the City may recover any premium costs it paid for such coverage if the reason for the employee not returning is other than the continuation, recurrence, or

onset of domestic or sexual violence or circumstances beyond the control of the employee. Neither seniority nor leave benefits will accrue to the employee during unpaid leave.

- (6) The City, upon request, will assist the employee in determining the best use of his/her attendance and leave benefits when an employee needs to be absent as a result of being a victim of domestic violence. If an employee requests time off to care for and/or assist a family or household member who has been a victim of domestic violence, the employee's supervisor or the City Council (or their designee) will evaluate the employee's request for leave for eligibility under existing law and collective bargaining agreements applicable to the employee and the attendance rules.
- (7) The City requires certification from an employee for leave under this policy. The employee shall certify that the leave is for one of the purposes enumerated in **Section 11-13-4(B)** of this Section. Certification shall be provided to the employer within a time period set by the employer.
- (8) The City understands that victims of domestic violence may lack the required documentation or have difficulty obtaining the required certification to justify absences without compromising their safety. Therefore, the Mayor or his designee shall consult with the employee to identify what documentation she/he might have, or be able to obtain, that will not compromise his/her safety-related needs and will satisfactorily meet the documentation requirement of the employer.
- (9) All information provided to the employer pursuant to notification and certification requirements of this policy, and the purposes for which leave may be requested pursuant to this policy, shall be retained in strictest confidence by the employer, except to the extent that disclosure is requested or consented to in writing by the employee, or otherwise required by applicable federal or State law. Reported information shall be kept private to the greatest extent possible by Federal law, State law, and City policy; however, information may have to be disclosed pursuant to a subpoena, Illinois Supreme Court Rules, a court of law, or where otherwise required by law. Where medical information is received by the City from an employee who is the victim of domestic violence, such medical information shall be kept confidential.
- (10) Employees who are victims of domestic violence and who are legally separated from a covered spouse or civil-union partner, shall be allowed to make reasonable changes in benefits at any time during the calendar year, provided the change is requested within **thirty (30) days** of the separation and is in accordance with the City policies, rules, and regulations.
- (11) The City will not make inquiries about a job applicant's current or past domestic violence victimization, and employment decisions will not be based on any assumptions about or knowledge of such exposure.

(C) **Accountability for Employees Who are Abusers.** The City will hold employees, individuals who volunteer services to the City without remuneration (hereafter "volunteers"), and individuals who contract with the City or work for contractors of the City (hereafter "contractors"), accountable for engaging in the following behavior: (i) using City resources to commit an act of domestic violence; (ii) committing an act of domestic violence from or at the workplace or from any other location while on official City business; or (iii) using their job-related authority and/or City resources in order to negatively affect victims and/or assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence.

Any physical assault or threat made by an employee, volunteer, or contractor, while on City premises, during working hours, while representing the City, or at a City-sponsored event, is a serious violation of this policy. This policy applies not only to acts against employees, but to acts against all other persons. Those found to have violated this policy will be subject to corrective or disciplinary action, up to and including discharge.

- (1) In cases in which the City has found that an employee, volunteer, or contractor, has threatened, harassed, or abused an intimate partner at the workplace using City resources such as work time, workplace telephones, facsimile machines, mail, e-mail or other means, said employee shall be subject to corrective or disciplinary action.
- (2) In cases in which the City has verification that an employee, volunteer, or contractor is responsible for a domestic violence-related offense, or is the subject of any order of protection, including temporary, final or out-of-state order, as a result of domestic violence, and said employee, volunteer or contractor has job functions that include the authority to take actions that directly impact victims of domestic violence and/or actions that may protect abusers from appropriate consequences for their behavior, the Mayor shall determine if corrective action is warranted.
- (3) In cases in which any employee, volunteer, or contractor intentionally uses his/her job-related authority and/or intentionally uses City resources in order to negatively impact a victim of domestic violence, assist an abuser in locating a victim, assist an abuser in perpetrating acts of domestic violence, or protect an abuser from appropriate consequences for his/her behavior, said individual may be subject to corrective or disciplinary action.

ARTICLE XIV - RIGHTS OF EMPLOYEES

11-14-1 PERSONNEL FILE. Employees are allowed to look at their own personnel files during normal business hours. Persons wishing to view their own file shall file a written request with the Mayor or the City Clerk. A copy of the request shall be placed in the employee's personnel file. Nothing should be placed in an employee's personnel file nor shall anything be removed from the file without the consent of the Mayor and City Council. Records of prior grievances and discipline action shall be maintained in the employee's personnel file. The final decision to remove items lies within the discretion of the Mayor and the City Council.

11-14-2 REFERENCES. Employees or former employees have the right to obtain references or recommendations. Such references shall provide the applicable date of hire and the last date employed, and a general description of the applicable job duties. Additional comments concerning the employee or former employee's job performance dependability's lies within the sound discretion of the City Administrator.

11-14-3 SAFETY. The City Administrator shall implement any safety procedures adopted by the City, and employees shall comply with any of the safety procedures.

All employees are directed to report any hazardous conditions to their supervisor immediately.

Due to the open-office design of many department buildings, it is impossible to provide security for personal belongings left unattended. Employees are advised to keep their wallets, purses, etc. in their possession at all times. The Municipality cannot be responsible for losses due to theft.

ARTICLE XV - RIGHTS OF EMPLOYER

11-15-1 CITY'S RIGHTS. The employee recognizes that the City possesses the exclusive right to operate and direct the employees of the City in all aspects, including, but not limited to, all rights and authority granted by law.

The employee further recognizes that this Code is not a binding contract between the City and the employee. Nothing contained in this Code shall be construed as creating an employment agreement between the City and its employees from time to time.

11-15-2 NEW REGULATIONS. The City has the right to unilaterally create new employment policies and regulations not mentioned in this Code, and to change provisions of this Code without approval or consent of the employees of the City.

11-15-3 MANAGEMENT RESPONSIBILITIES. The employer has the ultimate responsibility for proper management including but not limited to responsibilities and the right for the following:

(A) To maintain executive management and administrative control of the department and its property, facilities and staff.

(B) To hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion.

(C) To direct, supervise, promote, suspend, discipline, terminate, assign and schedule employees.

(D) To relieve employees from duties because of a lack of work or funds, or under conditions where continued work would be inefficient or nonproductive or under conditions as may be deemed necessary or advisable by the department.

(E) To determine services to be rendered, operations to be performed, utilization of technology and budgetary matters.

(F) To determine the methods, processes, means, job classifications and personnel by which the operations of the department are to be conducted.

It is recognized that the employer normally exercises most of the powers, rights, authorities, duties and responsibilities through and with the cooperation of the administrative staff.

11-15-4 LENGTH OF SERVICE. Length of service is defined as the length of continuous service of an employee since the employee's last date of hire with the City within the employee's department. In the event an employee is transferred from or to another department of the City, the employee's total continuous employment with the City will be used as the basis for vacation and sick leave only.

An employee's continuous service record shall be broken by voluntary resignation or discharge. If such continuous service is broken due to curtailment of operation, said employee shall be considered on layoff.

11-15-5 EXEMPTIONS TO LABOR AGREEMENTS. All sections and subsections of this Code shall not apply to the employees governed by a collective bargaining agreement provided the subject matter in the **Collective Bargaining Agreement** sections are the same.

ARTICLE XVI - DISCIPLINE

11-16-1 PROCEDURE. The formal disciplinary process is a four-step procedure, but dismissal may occur at any step in the process. Supervisors may use the Discipline Form attached as **Appendix B** for documentation purposes. Under normal circumstances, these steps are outlined in the following sections.

11-16-2 VERBAL REPRIMAND. A verbal reprimand informs an employee of unsatisfactory conduct, attitude or performance, and acknowledges that continued such actions will result in more severe disciplinary actions. The reprimand should be done in private and should be documented with the date and nature of the problem and placed in the employee's personnel file.

11-16-3 WRITTEN REPRIMAND. A written reprimand informs an employee of unsatisfactory conduct, attitude or performance. Written reprimand is more severe than a verbal reprimand but serves the same purpose to acknowledge further unsatisfactory conduct, attitude, or performance will result in more severe disciplinary action. A copy of the written reprimand will be sent to the employee, the City Administrator, Mayor and employee's personnel file.

11-16-4 SUSPENSION. Suspension of an employee would be at the discretion of the City Administrator. The suspension will result in a loss of salary for the period of the suspension. Upon return to work the suspended employee will be placed on probationary status for a period not to exceed **six (6) months**. If the employee violates the conditions of the probation, the employee may be subject to termination. Removal from probationary status is based upon satisfactory completion of a probationary period, a recommendation from the employee's immediate supervisor, and the approval the Mayor and City Council. The period of suspension may be up to but not exceeding **thirty (30) days** off without pay in one calendar year. The suspension may include demotion and is within the discretion of the City Administrator.

11-16-7 DISMISSAL. Dismissal shall be used as a disciplinary action of last resort at the discretion of the Mayor and the City Council. All employees are subject to discharge by the Mayor with the advice and consent of the City Council during any of the disciplinary steps.

11-16-8 CODE OF CONDUCT. Disciplinary action may be brought against an employee for the following, including but not limited to:

- (A) Violating any provisions of this Personnel Code.
- (B) Knowingly falsifying a report.
- (C) Being insubordinate to or showing disrespect towards superiors.
- (D) Neglecting to perform the job or performing the job inefficiently.
- (E) Engaging in any conduct unbecoming of a City employee or that discredits the City.
- (F) Leaving the assigned job without permission.
- (G) Absence from work without leave or permission.
- (H) Willfully destroying or damaging any property of the City.
- (I) Taking or giving bribes.
- (J) Being under the influence of intoxicating beverages while at work.
- (K) Using, manufacturing, distributing, dispensing, or possessing any statutorily defined illegal drugs, narcotics, or controlled substances, or failing to report to the employee's supervisor any arrest or conviction for using, manufacturing, distributing, dispensing, or possessing any statutorily defined illegal drugs, narcotics, or controlled substance.

- (L) Failure of any employee to notify their supervisor within **five (5) days** after an arrest or conviction of a violation of any local, state, or federal criminal drug statute.
- (M) Using a City vehicle without the knowledge of the immediate supervisor.
- (N) Improperly operating a City vehicle or permitting an unauthorized person to operate a City vehicle.
- (O) Excessive unexcused absence from work or tardiness.
- (P) Possession of explosives, firearms or other dangerous weapons on City premises, unless otherwise permitted.
- (Q) Use of overtime for other than work purposes.
- (R) Failure to follow any safety rules, regulations, or manuals.
- (S) Gambling during working hours around City premises.
- (T) Sleeping on the job.
- (U) Being discourteous to the public.
- (V) Engaging in or instigating or causing an interruption or impeding work.
- (W) Substantial misrepresentation of facts in obtaining employment with the City.
- (X) The use or consumption of City property for personal or private purposes, or the use of City employees during working hours for such purposes.
- (Y) Disorderly conduct during working time or on City premises, including fighting, interfering with work of another, or threatening or abusing any person by word or act.
- (Z) Unauthorized use of City property such as City owned vehicles, equipment and materials.
- (AA) Abuse of sick leave by misrepresentation of the leave request
- (BB) Violation of a written order of a supervisor.
- (CC) Failure to pay legitimate debts, thus exposing the City to harassment by creditors.
- (DD) Using profanity on the job.
- (EE) Releasing confidential information.
- (FF) Using or attempting to use an official position to secure special privileges, exemptions, or personal gain except as may be otherwise provided by law.
- (GG) Engaging in disreputable acts and not conducting themselves with "good moral character".
- (HH) Abuse of telephone usage.
- (II) Theft of any City or employee property.
- (JJ) Discriminating against any person, individual, entity, co-employee, on the basis of race, color, religion, sex, national origin, age, handicap or disability, ancestry, marital status, sex harassment or any other prohibited form of discrimination under federal or state law or government contract or grantee regulations.
- (KK) Failure to perform essential functions of his/her position.
- (LL) Abusing City computer equipment.
- (MM) Charged with misdemeanor or felony.
- (NN) Allowing drug and/or alcohol in or on machinery and/or vehicles.

11-16-9 POLITICAL ACTIVITIES. No form of discipline can occur because of any employee's political activity or political beliefs. This prohibition on discipline does not apply to individuals in policy making or confidential positions or where an overriding interest or vital importance exists which requires that an employee's political beliefs and activities conform to those of the City Administrator or the Corporate Authorities.

The City also recognizes that false accusations can have serious affects on innocent men and women. We trust that all employees will continue to act in a responsible and professional manner to establish a pleasant working environment free of discrimination.

ARTICLE XVII - MISCELLANEOUS

11-17-1 GRIEVANCE PROCEDURE. The purpose of a grievance procedure is to establish and maintain harmonious and cooperative working relationships between the City and its employees, to assure equitable treatment of employees, and to provide expeditious means of resolving employee dissatisfaction over circumstances or conditions of employment.

Strict adherence to the grievance procedures and time limits is mandatory, except that the time limits may be extended for good cause.

A grievance is defined as a dispute, disagreement, complaint, or any matter concerning any terms or conditions of employment, or concerning the application of any departmental policy, or concerning any employee relationship, or work-related issue.

As used in this Article, the term days shall mean working days of the employee filing the grievance.

At any step, if a written response is not provided to the grieving employee within the **fifteen (15) day** time frame, the grievance will be considered denied at that step, and the employee may proceed to the next step.

If any supervisor is disciplined and/or discharged by the Mayor with the advice and consent of the City Council, the discipline and/or discharge shall constitute the final resolution of the matter and there shall be no access in this instance to the various steps of the grievance procedure.

Steps:

(A) A grieving employee shall within **five (5) days** after he learns of the circumstances or conditions which prompted the grievance, submit the grievance to the employee's supervisor, orally, informing such supervisor of the grievance and the particulars concerning the same. The supervisor shall provide an oral response to the grieving employee within **fifteen (15) days** after receiving the grievance.

(B) If the grievance is not resolved to the employee's satisfaction, the employee may submit the grievance to the City Administrator by summarizing the grievance in writing.

The grievance must be submitted to the City Administrator within **fifteen (15) days** of the decision of the supervisor.

(C) If the grievance is not resolved to the employee's satisfaction, the employee may submit the grievance to the City Council by summarizing the grievance in writing.

The grievance must be submitted to the City Council within **fifteen (15) days** of the decision of the City Administrator.

For all other employees, the grievance shall be before the Mayor.

(See Appendix "C" for Disability Act Procedure.)

11-17-2 LAYOFFS. In the event it becomes necessary to layoff employees for any reason, employees will be laid off based on the following criteria: Employee's knowledge, skills, and abilities in relation to positions available, lack of work, lack of funds, the employee's length of service, the employee's work record including commendations as well as disciplinary action, the employee's attitude and relations with other employee's as well as other agencies and change in duties of the department. The employee shall receive **two (2) weeks'** notice.

11-17-3 RESIGNATION. Sick leave, vacation, and retirement fund benefits cease at midnight on the date of termination. Life and health insurance will cease at the end of the month of the termination. Employees may elect to continue participation in the plan on a self-pay basis as provided by federal statutes. The employee will be paid for each day of accrued and unused vacation time. Monies accumulated in the employee's retirement account may be refundable, according to IMRF Rules. Forms required to request this refund are available from the City Clerk's office.

CHAPTER 12 – FINANCE

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CHAPTER 12

FINANCE

ARTICLE I – PURCHASING POLICY

12-1-1 INTRODUCTION/STATEMENT OF POLICY. The City of Anna is governed by both state laws and local ordinances with regards to purchasing policies and procedures. Many of these laws and ordinances have been enacted to conserve tax dollars and to protect the public from fraudulent practices. While laws and ordinances can help to achieve these goals, a higher public purchasing standard must be implemented to protect the public trust. The purchasing policies and procedures of the City have been developed with this standard as the highest priority.

The City has adopted the provision of Illinois Statutes commonly called the “Budget Officer Act” whereby an annual budget is adopted in lieu of an appropriation ordinance. The annual budget includes all City operating units and is made up of line items for each object of expenditure. When adopted by the Mayor and City Council members, the budget becomes the legal authorization to expend resources for providing City services. Accordingly, all City expenditures must be authorized in the approved budget or in a subsequent amendment.

The goal of the City’s purchasing program is to obtain quality goods and services at the lowest possible price. The purpose of this manual is to establish guidelines to achieve this goal within the philosophy stated above. Therefore, the procedures contained in this manual will assist the City Administrator and Department heads in procuring necessary goods and materials in a manner that is consistent with the highest standards of public service.

This purchasing manual provides guidelines and directions for the procurement of goods and services. When used with good judgment and common sense, the policies and procedures conveyed within this manual will allow the City to procure required supplies and services efficiently and economically. All purchasing by the City will be in accordance with the Municipal Code, City policy and Illinois law. City employees are expected to conduct themselves in a manner which will lead to public confidence in the integrity of the City’s procurement procedures.

The City utilizes a decentralized purchasing process. Purchasing activities (specification preparation, bid reviews, telephone quotation solicitation, and requisition preparation) are the responsibility of each department and must be conducted within procedures established by this policy.

The City will make every effort to purchase services, commodities, or materials from vendors located in the City if these vendors are competitive in price and quality.

The City encourages the use of environmentally friendly products. Priority shall be given to these products provided the products are competitive in price and quality.

It shall be the policy of the City to participate in joint purchasing cooperative such as the State of Illinois joint purchasing program to the extent such program provides an economic advantage to the City.

This manual is designed to be a fluid document and will be amended from time to time to conform to changes in legislation, technology, and actual practice. Employees who need assistance with specific purchasing situations not covered by the Purchasing Manual should contact the City Treasurer.

12-1-2 PURCHASING POLICIES.

(A) **Code of Ethics.** All City personnel engaged in purchasing and related activities shall conduct business matters with the highest level of integrity. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of residents and business owners of the community. City employees are expected to conduct themselves in the following manner:

- (1) Ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations, and City policies.
- (2) Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.

- (3) Specify generic descriptions of goods whenever possible in lieu of brand names when compiling specifications.
- (4) Never allow purchase orders for similar or like goods or services to be split into smaller orders to avoid required approval or in any manner that would circumvent this Policy or applicable law.
- (5) Purchase without favor or prejudice.
- (6) Ensure that all potential suppliers are provided with adequate and identical information upon which to base their proposal or quotation and that any subsequent information is made available to all bidders.
- (7) Establish and maintain procedures to ensure that fair and equal consideration is given to each proposal or quotation received and selection is based upon the lowest total cost compliant bid.
- (8) Provide a prompt and courteous response to all inquiries from potential or existing suppliers.

It shall be the responsibility of the City Administrator or his/her designee to determine if a violation of this Code of Ethics has occurred and if any disciplinary action is necessary.

(B) **Conflict of Interest Policy.** It shall be a breach of ethical standards for any employee or elected official to participate directly or indirectly in the purchasing process when:

- (1) The employee or elected official is an owner of, or is contemporaneously employed or is an independent contractor by/of a bidder, vendor or contractor involved in the procurement transaction; or
- (2) The employee or elected official, the employee's or elected official's domestic partner, or any member of the employee's or elected official's immediate family holds a position, including as an independent contractor, with a bidder, proposer, or contractor such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest in the company; or
- (3) The employee or elected official, the employee's or elected official's domestic partner, or any member of the employee's or elected official's immediate family has a financial interest arising from the procurement transaction; or
- (4) The employee or elected official, the employee's or elected official's domestic partner, or any member of the employee's or elected official's immediate family is negotiating or is retained as an independent contractor, or has an arrangement concerning, prospective employment with a bidder, vendor, or contractor; or
- (5) The employee or elected official must disclose immediately to his/her manager and/or the City Administrator or his/her designee if the company providing services to the City is a family member of the current employee(s) or elected official(s).
- (6) Where any party serving as an independent contractor for the City has any economic interest in another company, contractor or subcontractor who is proposed or contracted to provide services to the City on a project in which the party is involved, or in which that party has any role in recommending selection of subcontractors, the party shall disclose such interest to the City in writing, based upon the same standards utilized for City staff and elected officials as outlined above.

The employee's or elected official's immediate family shall be defined as a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

It shall be the responsibility of the City Administrator or his/her designee to determine if a violation of this Conflict-of-Interest policy has occurred and if any disciplinary action is warranted for the employee or elected official. **(See Section 1-2-32)**

(C) **Gifts and Gratuities – City Guidelines for Accepting.** City personnel should be aware that offers of gratitude from vendors could be designed to compromise objective judgment in product or service selection. Accordingly, it is city policy to observe the highest standards of ethics and to shield the employee, the City and the vendor from any suggestion or appearance of conflict of interest.

No employee shall permit any influence by vendors, which could conflict with the best interest of the City or prejudice the City's reputation. Expenditures of City funds to vendors shall not by intention personally benefit any person employed with the City. Employees shall strive to follow the following guidelines:

- (1) Tangible gifts or gratuities shall not be accepted where their value suggests something more than merely a social gesture. Such gifts should be returned with a statement of City policy. Promotional or advertising items of nominal value such as key chains, pens, coffee mugs, calendars and holiday candy are acceptable, to the extent permitted by Illinois law. Gifts that are capable of being shared, such as a box of chocolates, shall be shared within the office or section where the recipient works.
- (2) Association with vendor representatives at business meals or business organization meetings is occasionally necessary and is neither questionable nor unethical, provided the individual keeps himself/herself free of obligation.
- (3) Personal loans of money or equipment are not to be accepted from a vendor or an individual associated with a vendor doing business with the City.
- (4) Solicitation of vendors for merchandise or certificates to serve as door prizes or favors is normally prohibited. However, the City Administrator or his/her designee may approve exceptions.
- (5) Corporate discounts granted to City employees are acceptable only if they are offered to all City employees and other corporate clients of the vendor.

If in any doubt about the propriety of accepting a gift, the matter should be referred to the Department Head who will, if necessary, discuss the matter with the City Administrator or his/her designee. **(See Chapter 22 – Mandated Policies)**

(D) **Capital Assets.** Certain purchases will be recorded in the City's records as capital assets. Capital assets shall include land, land right-of-way, land improvements, buildings, building improvements, construction in progress, machinery, equipment, furniture, vehicles, software, easements, and infrastructure such as roadways, storm sewers, water mains, etc. that meet the following criteria:

- (1) The asset must be either tangible, software, or an easement.
- (2) The asset must provide a benefit for more than one fiscal year.
- (3) The acquisition cost of the asset must be greater than or equal to **Two Thousand Five Hundred Dollars (\$2,500).**

(E) **Approval of City Purchases.** No employee shall purchase goods or services on behalf of the City without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate Department Head and the City Administrator or his/her designee in accordance with the guidelines described below:

Dollar Limits

Required Approvals

Under \$1,000
\$1,001 - \$2,500
\$2,501 - \$10,000

\$10,001 & Above

Department Head
Department Head and City Administrator or his/her designee
Department Head, City Administrator or his/her designee and City Council members over department
Department Head, City Administrator or his/her designee and City Council members

Approval for purchases shall occur before the purchase is made. In addition, any person responsible for approving purchases at any level may delegate his or her approval authority to a designee in the event he or she is unavailable to approve purchases.

The Department Head or his/her designee is responsible for determining if an item is budgeted if adequate funds are available and if proper purchasing procedures have been followed. The Treasurer or his/her designee shall be responsible for reviewing and initialing all purchase orders prior to the order being placed to ensure accurate authorization. If any City purchase increases the total over **Twenty-Five Thousand Dollars (\$25,000)** for the current fiscal year, the contract must be presented to Council for approval prior to the order being placed.

The City Administrator or his/her designee is further authorized to execute and comply with the terms of any settlement agreement or Court Order, provided that any expenditure required therein has been properly budgeted and approved by the City Council.

(F) **Signing of Contracts.** All contracts must be executed by the City Administrator or his/her designee, except as may be directed by the City Council. It must be remembered that a contract is a legal document and must follow a prescribed procedure for implementation.

All contracts, to be valid, must be signed by an authorized representative of the company to supply the services and an authorized representative of the City. The City Administrator or his/her designee, or such other person as may be authorized by the City Council members, may enter into a contract for the City, provided that all applicable procedures (such as formal bidding, bid waivers, and quotations) have been met. A copy of the contract is to be immediately forwarded to the City Administrator's Office and Treasurer or his/her designee, after being executed.

12-1-3

COMPETITIVE QUOTES AND EXCEPTIONS TO THE POLICY.

(A)

General Policy for Soliciting Quotes.

Employees are responsible for obtaining quotes for purchases in the instances outlined below. When submitting a purchase requisition prior to purchase, all quotes shall be attached to the requisition. These requisitions are to be sent to the Treasurer or his/her designee for review. The limits shall include all costs involved with a purchase, including shipping, installation, etc. Requisitions submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g., sole source, emergency, standardized vendor, etc.) will be returned to the originator without approval.

Up to \$1,000

Day-to-day purchasing may be done without prior approval; the responsibility still exists for making the most economical purchases. Price checks and surveys must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is required.

\$1,001 - \$24,999

Three (3) written quotes. The quotes must be listed in purchase order as well as attached. Hard copies shall be obtained and retained in the department's files for auditing purposes.

\$25,000 & Above

Must be competitively bid where required in accordance with State law and City ordinances. City Council approval is required for all contracts above **Twenty-Five Thousand Dollars (\$25,000)**. For projects requiring competitive bidding under State law, if circumstances do not permit competitive bidding (e.g., sole source provider), City Council waiver of competitive bidding is required.

Items purchased more than once during a fiscal year (e.g., forms, copier supplies, etc.) do not need quotes every time a purchase is made. However, competitive quotes for these items shall be sought at least once each year to ensure that vendors are competitive. With that information a vendor list will be developed annually for purchasing assistance to ensure all Departments are gaining from this competitive pricing.

(B)

Joint Purchasing.

- (1) **State of Illinois.** The State of Illinois Purchasing Program develops specifications, conducts bid processes, makes awards, creates contracts and publishes contracts on the Illinois Procurement Bulletin. When available through the State program, City employees may consult with the City Administrator or his/her designee to enter into purchases for these items. However, employees shall be responsible for ensuring that the goods or services are of a quality sufficient to meet the City's needs and that pricing is competitive.
- (2) **Other Units of Government.** Periodic checks of what other municipalities are paying can confirm whether the City is receiving a good price. If a neighboring municipality is contemplating the bidding of a particular item, which is also to be bid by the City, the joining of the two municipalities could result in a lower price. The City Administrator or his/her designee should be consulted before entering into any purchases for these items.

(C) **Sole Source Purchases.** The following purchase or contracts whose estimated cost is in excess of **One Thousand Dollars (\$1,000)** shall not require written specifications or competitive bidding.

- (1) Purchases which may only be made from a single source;
- (2) Purchases for additions to and repairs and maintenance of personal property owned by the City which may be more efficiently added to, repaired, or maintained by a specific person;
- (3) Purchases of personal property which are compatible with the existing equipment or systems owned by the City;
- (4) Purchases which can be made at a public auction, close-out sale, bankruptcy sale or other similar sale at a cost below the market cost in the community;
- (5) Purchases where an emergency immediately affects the public health, safety or welfare if authorized by the Department Head and City Administrator or his/her designee. Upon cessation of the emergency, the Department Head and City Administrator or his/her designee shall inform the corporate authorities by a full written account of the contracts entered into or purchases made pursuant to this subsection;
- (6) Contracts for the services of individuals possessing a high degree of professional skill;
- (7) Contracts for the printing of bonds, tax warrants and other evidence of indebtedness;
- (8) Purchases, which because of the unique characteristics of the personal property or the needs of the City are not susceptible to competitive bidding;
- (9) Contracts with options to renew for additional periods of time at a fixed price;
- (10) Procurement of dues and memberships in trade or professional organizations;
- (11) Procurement of used equipment;
- (12) Fees and costs of job-related travel, seminars, tuition, registration, and training.

(D) **Emergency Purchases Policy.** Emergencies are defined as events that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety. In the event of an emergency affecting the public health and safety, the Department Head and City Administrator or his/her designee may authorize a vendor to perform work necessary to resolve such emergency without formal bid solicitation.

If an "emergency" has been declared by the City Administrator or his/her designee and/or Mayor, the following guidelines will be observed:

- (1) All emergency purchases up to **One Thousand Dollars (\$1,000)** in estimated cost can be consummated by employees designated to purchase by their department head.
- (2) Those emergency purchases with an estimate cost of **One Thousand One Dollars (\$1,001)** to **Two Thousand Five Hundred Dollars (\$2,500)** for goods and services require the verbal approval of the City Administrator or his/her designee prior to expenditure.
- (3) Those emergency purchases with an estimate cost of **Two Thousand Five Hundred One Dollars (\$2,501)** to **Ten Thousand Dollars (\$10,000)** for goods and services require the verbal approval of the City Administrator or his/her designee and the City Council member over the department prior to expenditure. Purchases in excess of **Ten Thousand One Dollars (\$10,001)** for goods and services require the verbal approval of the City Administrator or his/her designee with immediate notification to the City Council.
- (4) Documentation of the verbal approval from the City Administrator or his/her designee and/or City Council member is required either by a voicemail or email. Notification of the Council is required by email. This documentation must be printed and attached to the requisition and submitted to the Treasurer for development of the purchase order.
- (5) A purchase order must be completed for purchases greater than **One Thousand Dollars (\$1,000)**. All purchase orders and receipts related to the emergency must be noted so.

(E) **Request for Qualifications.** A Request for Qualification (RFQ) can be used as a pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in subsequent Requests for Proposals (RFP) solicitation process. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

(F) **Request for Professional Services.** Certain professional service contracts and agreements may be accomplished through requests for professional services which are considered by the City to be those which, by their nature, are not adapted to award by competitive bidding; although should the City have an existing and satisfactory relationship with a firm, contractually present or not, this provision may be waived upon City Administrator or his/her designee approval. This would include such services as auditing, engineering, planning, legal, appraising, architectural, medical, psychological, marketing, risk management, bond issuance, and similar type services of individuals possessing a high degree of professional skill where the ability of the individual plays an important role. These contracts or agreements may be entered into without formal bidding with the approval of the City Administrator or his/her designee for amounts up to **Twenty-Five Thousand Dollars (\$25,000)**. The City Council must specifically approve any contract in excess of **Twenty-Five Thousand Dollars (\$25,000)**.

Request for Quotation (RFQ). An RFQ is used for sealed bids and best suited with products and services that are as standardized and commoditized. Supplier decisions are typically made by the procurement department following a comparison and analysis of the RFQ responses.

Request for Proposal (RFP). An RFP is a solicitation sent to potential supplier with whom a relationship is being considered. RFP's state the strategy, objectives, and details that will assist the supplies with the ability to offer a bid.

(G) **Service Contracts.** The purposes of these contracts are varied and often require bids or bid waivers. Contracts are often entered into without bids. When bids are waived, a contract is entered into through negotiation or acceptance of a proposal from the vendor who wishes to supply the service. In most cases where bids are waived, the same legal requirements as in a bid situation still apply.

It must be remembered that a contract is a legal document and must follow a prescribed procedure for implementation.

All contracts, to be valid, must be signed by an authorized representative of the company to supply the services and an authorized representative of the City. The City Administrator or his/her designee, or such other person as may be authorized by the City Council members, may enter into a contract for the City, provided that all applicable procedures (such as formal bidding, bid waivers, and quotations) have been met. A copy of the contract is to be immediately forwarded to the City Administrator's Office and Treasurer or his/her designee after being executed.

A non-expiring contract may be entered into in the same manner as a contract with an expiration date provided that a clause is inserted into the contract allowing the City to terminate the contract within **thirty (30) to ninety (90) days** upon proper notification by the City to the vendor to do so.

All contracts must have their terms, such as dates and fees, defined. Procedures for applying for cost overruns of the contract must be specifically spelled out.

The vendor must agree to protect, indemnify, hold and save harmless and defend the City against any and all claims, costs, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the vendor hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the City whether latent or patent, or from causes whatsoever, except that the vendor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the City. Only the person with the spending authority has the ability to waive strict compliance with those requirements, where deemed to be in the best interest of the City.

To keep in force, to the satisfaction of the City, at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than **One Million Dollars (\$1,000,000)** and Property Damage Insurance with limits of not less than **One Million Dollars (\$1,000,000)**. The vendor agrees that at any time upon the demand of the City proof of such insurance coverage will be submitted to the Treasurer or his/her designee. There shall be no additional charge for said insurance to the City. The Treasurer or his/her designee shall review the required insurance specifications annually and adjust when necessary.

(H) **Waiver of Competitive Bidding.** In certain circumstances, a Department Head may believe that the best interests of the City would be served by a purchase from one particular vendor despite the amount of the purchase being in excess of **Twenty-Five Thousand Dollars (\$25,000)**. In this instance, a Request for Bid Waiver must include adequate justification and be forwarded to the City Administrator or his/her designee. After review and concurrence, a Request for Bid Waiver shall be forwarded to the City Council for final consideration.

(I) **Local Vendors.** When securing price quotations, Department Heads shall, to the extent practicable, solicit quotations from qualified vendors located in the City. If everything else is equal between two or more possible vendors, the City shall make every effort to choose the Anna-based vendors. Preference will be given to a local vendor if the vendor is deemed equally responsive and if the bid is generally not more than **five percent (5%)** or a maximum dollar amount of **Ten Thousand Dollars (\$10,000)** higher than the lowest non-local bid. Local vendor preference cannot be used if using federal funds for the project.

The City will make every effort to divide business equally among like businesses within City limits. When securing price quotations from local vendors, a quote other than the lowest may be chosen if it is deemed a fair and reasonable price and the purchase will help the City to attain the goal of dividing business equally.

If it is deemed that a business is price gouging to take advantage of the City, they will be added to the ineligible vendor list and banned from doing business with the City for **twelve (12) months**.

12-1-4 THE BIDDING PROCESS.

(A) **Bidding Procedures.** Having recognized the need for formal bid letting the following process is to be followed: The requesting department prepares the specifications for the item to be let for bid.

The department head arranges the specifications into proper format and prepares the other needed documents to complete the bid invitation package. Required documents of a bid invitation package are:

- (1) Cover letter/Invitation to Bid
- (2) Specifications of the item/service to be bid (including maps drawings and/or any other pertinent documents)
- (3) Proposal Form
- (4) General instructions to bidders
- (5) Bidder's Certification Form(s) (i.e., non-collusion, bid rigging or bid rotation, sexual harassment, tax compliance, etc.)
- (6) Special Provisions

The department head arranges for a bid opening date. The date must be at least **ten (10) calendar days** from the published notification date, but not more than **forty-five (45) calendar days**.

The department head is responsible for placing a legal notice concerning the bid in a local newspaper of general circulation at least **ten (10) calendar days** prior to the bid opening.

The department head sends bid invitations to all known responsible vendors on the bidder's list for the particular item as well as to any other prospective bidder. If a bid package is costly to reproduce, a nominal charge for the package may be assessed.

The department head (or designee) and the City Administrator are present at the bid opening.

The department head reviews the bids and decides upon the lowest, responsible bidder. Then makes a recommendation to the City Administrator or his/her designee and writes the Council Agenda Memo for this purpose.

If the bid falls under the guidelines necessary for credit checks, the recommended bidder may be subject to those guidelines.

Bids received by way of facsimile machine and email are unacceptable and will not be acknowledged.

Bids received after the due date and time are to be returned unopened to the bidder with a cover letter stating date and time the "Bid" was actually received.

(B) **Premature Opening of Bids.** In the event of a sealed bid being opened prior to the determined date and time for such opening, the person shall submit a written affidavit to the Treasurer or his/her designee stating the time of the premature opening and the circumstances causing such premature opening and stating as fact that the information contained in the bid documents has not been disclosed to the public, any potential bidder, or any City employee. The Treasurer or his/her designee will then reseal the bid, to be opened at the appropriate time.

(C) **Criminal Compliance Code.** In all areas of a public bid letting, the provisions of Public Act 85-1295, amending the Criminal Code of the Illinois Compiled Statutes, regarding bid rigging and collusive activities shall be strictly followed.

Requirements of this act are as follows:

- (1) A certification form shall be included in all bid invitations packages. This form shall immediately follow the bid proposal form in the package. All bidders must properly execute this form as prescribed and attach it to the bid proposal form in their sealed envelope.
- (2) The failure of a bidder to submit this form with the bid shall render the bidder to be non-responsible.
 - (a) The submission of the certification after the bid opening will not be acceptable.
 - (b) Additionally, each bidder shall be responsible for signing a non-collusion certificate.
- (3) Each bidder may submit written questions to be answered in an addendum shared with all prospective bidders

The Special Provisions portion of the bid package shall state those City representatives that may speak to a potential bidder in the period between the time of the initial bid mailing and the bid opening date and time.

No more than **three (3)** City employees may be designated to speak for the bid. These employees shall be:

- (1) City Administrator
- (2) The affected department head
- (3) An employee subordinate to the department head and appointed by the department head.

Only the criteria stated in the bid invitation package may be used in the process of determining the successful bidder.

(D) **Change Orders.** Subsequent to a bid award, change orders may be found to be necessary.

- (1) All change orders must be approved by the Department Head and Treasurer or his/her designee. If the total is over **Ten Thousand Dollars (\$10,000)** the City Administrator or his/her designee and if over **Twenty-Five Thousand Dollars (\$25,000)** the City Council will need to approve the change.
- (2) Request for change orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed, were not within the contemplation of the contract as signed or are in the best interest of the City.
- (3) Notwithstanding any provision of this Policy to the contrary, a change order must be authorized by the City Council if there is an increase (decrease) in time of completion by **thirty (30) days** or more, or if otherwise required pursuant to the applicable contract or agreement.

(E) **Prevailing Wage Act.** This act requires in all construction contracts entered into for public works construction projects that the prevailing wages, as issued by the Illinois Department of Labor for Union County, be paid to all laborers, workers and mechanics performing work under the contract.

The bid package for such construction contracts shall contain the most recent listing of the said prevailing wages or a link to the website at which such wages are provided.

- (1) A certification form shall be included in all bid invitation packages. This form shall immediately follow the certification form for Public Act 85-1295. All bidders must properly execute this form as prescribed and attach it to the bid proposal form in a sealed envelope.
- (2) The failure of a bidder to submit this form with the bid will render the bidder to be non-responsive.

Also, all contractors conducting work for the City with Federal or State Funds shall abide by the requirements set forth in Section 135 of the Department of the Interior and Related Agencies Appropriation Act for fiscal year 1990 relating to the use of federal monies for lobbying efforts and Public Act 85-1295 relating to bid rigging. In each case, the City Administrator's office shall coordinate, with the department involved in the construction, the incorporation of the appropriate documentation required by the acts.

(F) **Public Contracts – Illinois Municipal Code.** Division 42.1 of the Illinois Municipal Code, **65 ILCS 5/11-42.1-1 et seq.**, prohibits Illinois municipalities from entering into a contract with an individual or entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue. A certification form shall be included in all bid invitation packages. This form shall immediately follow the certification form required by the statute. All bidders must properly execute this form as prescribed and attach it to the bid proposal form in their sealed envelope.

(G) **Specifications, Preparation and Bid Award.** In all cases, the requesting department is responsible for the initial specification preparation for bids. The Treasurer or his/her designee will assist the department as needed or requested but it is generally held that the requesting department has the best knowledge of what is needed. Specifications may not be developed in a manner intended to specifically exclude a potential bidder on a technically or developed in such a manner that only one bidder is possible. Specifications must be broad enough to invite competition but yet not be so loose as to invite a potentially low bid on an item that is not desired or not in the best interest of the City.

The bid award is to be made to the lowest responsible bidder. The determination of the "lowest responsible bidder" is a matter of the sound and reasonable discretion of the City based on, among other items, the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience, ability to meet all specifications and ability to complete the contract in a timely manner. The responsible bidder shall not have any outstanding debts owed to the City in order to qualify for the bid award.

Upon execution of the agreement, the department will provide a copy to the Treasurer and City Administrator's office.

Following the award of a bid by the City Council, the department head sends a purchase order to the successful bidder. If the bid was for several items or materials to be purchased over a period of time, the department head notifies the successful bidder by letter with a copy to the Treasurer so that a purchasing procedure can be established.

12-1-5

PURCHASING PROCEDURES.

(A) **Regular Purchase Orders.** A purchase order must be prepared for the following purchases:

- (1) Any purchase of goods or services of **One Thousand Dollars (\$1,000)** or above.
- (2) Any purchase from a source determined by a formal bid, bid waiver, or formal quotation.
- (3) All open purchase orders when it is anticipated that the cumulative purchases for the year will exceed **One Thousand Dollars (\$1,000)**. A not to exceed amount needs to be included.
- (4) Any capital outlay item.
- (5) Any case where the vendor requires a purchase order. In this case, purchase orders for less than **One Thousand Dollars (\$1,000)**.

All purchase orders must have the price of goods stated along with an easily understood explanation of the item or service being purchased. If it is absolutely impossible to list the exact price, an estimate price may be used with the letters, "EST" placed above the price. Freight charges should be included on the purchase order or must be noted, "Includes Freight."

Capital Improvements or Contracted Service do not require a purchase order (i.e., MFT – Road Repairs, Nicor, Com Ed, Waste Management, etc.), but do require a signed contract.

(B) **Open Purchase Order Agreements.** In certain circumstances, where vendors are used frequently, an open purchase order may be set up at the beginning of the year as approved by the Department Head.

A purchase order form must be approved by the following before initiating any purchase:

<u>Dollar Limits</u>	<u>Required Approvals</u>
Under \$1,000	Department Head
\$1,001 - \$2,500	Department Head and City Administrator or his/her designee
\$2,501 - \$10,000	Department Head, City Administrator or his/her designee and City Council member over department
\$10,001 & Above	Department Head, City Administrator or his/her designee and City Council members

(C) **Issuance of Purchase Orders.** Purchase orders shall be requested by each City department for purchases of all materials, supplies, equipment, and services in excess of **One Thousand Dollars (\$1,000)** with the exception of those previously identified by submitting a requisition for each service for each vendor. The requisition must include all three (3) bid or quotes,

approved resolution (if required), signed contract and appropriate approval levels. A purchase order shall be prepared by the Treasurer or his/her designee after the requisition has been reviewed. The review process includes verifying funds availability, appropriate approval levels are met, required attachments are present and purchasing procedures are met. In the event of emergency purchases where goods or services have already been received, the purchase order should be marked "Confirmation."

After the goods or services have been received, the Department Head will verify the order and the unit price authorized, attach a copy of the purchase order to the authorized invoice and send to the Treasurer for payment.

(D) **New Vendors.** New vendors will be required to provide a W-9 to the Treasurer.

(E) **Manual Checks.** Manual checks are interim checks issued to vendors as payments for goods delivered or services performed. The checks are issued between normal accounts payable cycles when an emergency or other extenuating circumstance as determined by the Treasurer or his/her designee and makes it impractical or unreasonable to process the payment following normal payment methods. Manual checks are labor intensive and time consuming to issue; therefore, their use as a method of payment shall be restricted to unique or special circumstances.

All requests for manual checks must be accompanied by a written request with an explanation in the as to need or the check from the Department Head. If an invoice is not available, the request will need to include the vendor's name and address, the general ledger number against which it is being charged, and a description of the item purchased. All manual checks must be approved by the City Council.

(F) **Purchasing Code.** The City may authorize the use of purchasing cards to department heads as needed and may also issue them to certain designees within the department (Foreman, etc.). The same purchasing requirements will apply as indicated above. At the time the bill is received for the months' purchases, each department head will submit the bills. Abuse of this system for personal use may lead to discipline up to and potentially including immediate termination.

(G) **Petty Cash.** Petty cash funds are established to pay for infrequent purchases that are under **Fifty Dollars (\$50.00)** and require immediate payment. Tolls, parking, filing costs, etc. are traditional expenses that fall into this category. Department Heads must approve the Petty Cash reimbursement vouchers. Petty cash funds have been established in the following departments: Finance.

Treasurer or his/her designee will conduct quarterly audits of the Petty Cash funds established in each department.

No department may establish a petty cash fund without the express consent of the Treasurer or his/her designee.

12-1-6 MISCELLANEOUS PURCHASING POLICIES AND GUIDELINES.

(A) **Use of Sales Tax Exemption Number.** City purchases are not subject to sales tax; therefore, employees shall make efforts to inform vendors of the City's tax-exempt status and to ensure that sales tax is not paid for purchases made with petty cash or credit cards. Employees shall provide vendors with a sales tax exemption form upon request by Treasurer.

Use of the City's sales tax exemption number is restricted to purchases made on behalf of the City. State law prohibits use of the City's sales tax exemption number for personal reasons. Purchases where sales tax is charged will be the responsibility of the Department Head to work with the vendor on issuing a credit.

(B) **Use of Outside Contractors or Vendors.** Illinois Department of Revenue regulations allow contractors to use the City's sales tax exemption number to purchase materials used in construction of public improvements, which will be eventually dedicated to the City. Use of the exemption number is limited to purchases directly related to work being done on behalf of the City. Contractors are responsible for any tax due on purchases determined to be non-exempt and for purchases not made on the City's behalf.

Requests by contractors for the City's sales tax exemption number shall be forwarded to the Treasurer or his/her designee. In order to obtain the number, the contractor shall be required to complete and submit to the City a sales tax exemption authorization request, which includes the

supplier's location and a list of materials to be purchased. After the proper request has been received, the City will provide the contractor with a sales tax exemption certificate.

(C) **Equal Opportunity.** When applicable, contractors shall comply with the Illinois Human rights Act, **775 ILCS 5/1-101 et seq.**, as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A). furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, **775 ILCS 10/0.01 et seq.**, as amended. **(See Chapter 22 – Mandated Policies)**

(Ord. No. 2021-20; 10-19-21)

CHAPTER 14 – FLOOD PLAIN CODE

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CHAPTER 14

FLOOD PLAIN CODE

ARTICLE I – GENERALLY

14-1-1 **PURPOSE.** This Code is enacted in order to accomplish the following purposes:

- (A) to meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;
- (B) to prevent unwise developments from increasing flood or drainage hazards to others;
- (C) to protect new buildings and major improvements to buildings from flood damage;
- (D) to protect human life and health from the hazards of flooding;
- (E) to promote and protect the public health, safety and general welfare of the citizens from the hazards of flooding;
- (F) to lessen the burden on the taxpayer for flood control, repairs to public facilities and utilities, and flood rescue and relief operations;
- (G) to maintain property values and a stable tax base by minimizing the potential for creating blight areas;
- (H) to comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;
- (I) to make federally subsidized flood insurance available by fulfilling the requirements of the National Flood Insurance Program; and
- (J) to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

14-1-2 **DEFINITIONS.** Unless specifically defined below, all words used in this Chapter shall have their common meanings. The word “shall” means the action is mandatory. For the purposes of this Chapter, the following definitions are adopted:

Accessory Structure: A non-habitable building, used only for parking of vehicles or storage, that is on the same parcel of property as the principal building, and which is incidental to the use of the principal building.

Agricultural Structure: A walled, and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Base Flood: The flood having a **one percent (1%)** probability of being equaled or exceeded in any given year. The base flood is also known as the 100-year flood. The base flood elevation at any location is as defined in **Section 14-1-3** of this Code.

Base Flood Elevation (BFE): The height in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified) of the crest of the base flood.

Basement: Any portion of the building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.

Building: A walled and roofed structure, including gas or liquid storage tank that is principally above ground including manufactured homes, prefabricated buildings and gas or liquid storage tanks. The term

also includes recreational vehicles and travel trailers to be installed on a site for more than **one hundred eighty (180) consecutive days**.

Conditional Letter of Map Revisions (CLOMR): A letter providing FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing Floodway, the effective BFEs, or the SFHA.

Critical Facility: Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Dam: All obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool. Dams may also include weirs, restrictive culverts, or impoundment structures. Underground water storage tanks are not included.

Development: Any man-made change to real estate including, but not necessarily limited to:

- (A) demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;
- (B) substantial improvement of an existing building;
- (C) installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than **one hundred eighty (180) consecutive days**;
- (D) installation of utilities, construction of roads, bridges, culverts or similar projects;
- (E) redevelopment of a site, clearing of land as an adjunct of construction;
- (F) construction or erection of levees, dams, walls, or fences;
- (G) drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
- (H) storage of materials including the placement of gas and liquid storage tanks; and channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include routine maintenance of existing buildings and facilities; resurfacing roads; or gardening, plowing, and similar practices that do not involve filling, grading, or construction of levees.

Elevation Certificate: A form published by FEMA that is used to certify the elevation to which a building has been constructed.

Existing Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA: Federal Emergency Management Agency.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or from the unusual and rapid accumulation of runoff of surface waters from any source. Flood also includes the collapse or subsidence of land along the shore

of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters.

Flood Fringe: That portion of the floodplain outside of the regulatory floodway.

Flood Insurance Rate Map (FIRM): A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations.

Flood Insurance Study (FIS): An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain and Special Flood Hazard Area (SFHA): The two terms are synonymous. Those lands within the jurisdiction of the City, the extraterritorial jurisdiction of the City or that may be annexed into the City, that are subject to inundation by the base flood. The floodplains of the City are generally identified as such on panels 17181C-175C and 17181C0200C of the countywide Flood Insurance Rate Map of **Union County** prepared by the FEMA and dated **May 2, 2008**. Floodplain also includes those areas of known flooding as identified by the community.

Floodproofing: Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

Floodproofing Certificate: A form published by the Federal Emergency Management Agency that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.

Flood Protection Elevation (FPE): The elevation of the base flood plus **one (1) foot** of freeboard at any given location in the floodplain.

Floodway: That portion of the floodplain required to store and convey the base flood. The floodway shall be according to the best data available from Federal, State, or other sources.

Freeboard: An increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

Historic Structure: Any structure that is:

(A) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.

(B) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.

(C) Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.

(D) Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

IDNR/OWR: Illinois Department of Natural Resources/Office of Water Resources.

IDNR/OWR Jurisdictional Stream: Illinois Department of Natural Resources Office of Water Resources has jurisdiction over any stream serving a tributary area of **six hundred forty (640) acres** or more in an urban area, or in the floodway of any stream serving a tributary area of **six thousand four hundred (6,400) acres** or more in a rural area. Construction on these streams requires a permit from the Department. (Ill. Admin. Code tit. 17, pt. 3700.30). The Department may grant approval for specific types of activities by issuance of a statewide permit which meets the standards defined in **Section 14-1-6** of this Code.

Letter of Map Amendment (LOMA): Official determination by FEMA that a specific building, defined area of land, or a parcel of land, where there has not been any alteration of the topography since the date of the first NFIP map showing the property within the floodplain, was inadvertently included within the floodplain and that the building, defined area of land, or a parcel of land is removed from the floodplain.

Letter of Map Revision (LOMR): Letter that revises BFEs, floodplains or floodways as shown on an effective FIRM.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor. Provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of **Section 14-1-7** of this Code.

Manufactured Home: A structure transportable in **one (1)** or more sections, that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.

Manufactured Home Park or Subdivision: A parcel (or contiguous parcels) of land divided into **two (2)** or more lots for rent or sale.

NAVD 88: North American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).

New Construction: Structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by a community and includes any subsequent improvements of such structures.

New Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

NFIP: National Flood Insurance Program.

Recreational Vehicle or Travel Trailer: A vehicle which is:

- (A) built on a single chassis;
- (B) **four hundred (400) square feet** or less in size, when measured at the largest horizontal projection;
- (C) designed to be self-propelled or permanently towable by a light duty truck and
- (D) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Repetitive Loss: Flood related damages sustained by a structure on two separate occasions during a **ten (10) year** period for which the cost of repairs at the time of each such flood event on the average

equals or exceeds **twenty-five percent (25%)** of the market value of the structure before the damage occurred.

Special Flood Hazard Area (SFHA): See definition of floodplain.

Start of Construction: Includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within **one hundred eighty (180) days** of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

Structure: See "Building."

Substantial Damage: Damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds **fifty percent (50%)** of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss Buildings" (see definition).

Substantial Improvement: Any reconstruction, rehabilitation, addition, or improvement of a structure taking place during the lifetime of the building in which the cumulative percentage of improvements equals or exceeds **fifty percent (50%)** of the market value of the structure before the improvement or repair is started. "Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

The term does not include:

- (A) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
- (B) Any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

Violation: The failure of a structure or other development to be fully compliant with this Code.

14-1-3 BASE FLOOD ELEVATION. This Code's protection standard is the base flood. The best available base flood data are listed below. **Whenever a party disagrees with the best available data, the party may finance the detailed engineering study needed to replace existing data with better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site.**

(A) The base flood elevation for each of the floodplains delineated as an "A Zone" on the countywide FIRMs of **Union County** shall be according to the best data available from federal, state or sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations.

(B) The base flood elevation for the floodplains of those parts of unincorporated **Union County** that are within the extraterritorial jurisdiction of the City, or that may be annexed into the City, shall be according to the best data available from federal, state or sources. Should not other data exist, an engineering study must be financed by the applicant to determine base flood elevations.

14-1-4 DUTIES OF THE ZONING ADMINISTRATOR. The Zoning Administrator shall be responsible for the general administration of this Code and ensure that all development activities within the floodplains under the jurisdiction of the City meet the requirements of this Code. Specifically, the Zoning Administrative shall:

- (A) Check all new development sites to determine if they are in the floodplain using the criteria listed in **Section 14-1-3**, Base Flood Elevation or for critical facilities, the **0.2%** annual chance flood elevation, if defined.
- (B) Process development permits and any permit extensions in accordance with **Section 14-1-5** and ensure all development activities happen in a timely manner.
- (C) Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of **Section 14-1-6**.
- (D) Ensure that the building protection requirements for all buildings subject to **Section 14-1-7** are met and maintain a record of the "as-built" elevation of the lowest floor (including basement) or floodproof certificate.
- (E) Review Elevation Certificates for accuracy and require incomplete or deficient certificates to be corrected.
- (F) Assure that all subdivisions and annexations meet the requirements of **Section 14-1-8** and notify FEMA in writing whenever the corporate boundaries have been modified by annexation.
- (G) Ensure that water supply and waste disposal systems meet the Public Health standards of **Section 14-1-9**.
- (H) If a variance is requested, ensure that the requirements of **Section 14-1-11** are met and maintain documentation of any variances granted.
- (I) Inspect all development projects and take any and all actions outlined in **Section 14-1-13** as necessary to ensure compliance with this Code.
- (J) Ensure that applicants are aware of and obtain any and all other required local, state, and federal permits; including permits pertaining to IDNR/OWR floodway and dam safety rules, Clean Water Act, Public Water Supply, Endangered Species Act, Illinois Endangered and Species Protection Act.
- (K) Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse.
- (L) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.
- (M) Cooperate with State and Federal floodplain management agencies to coordinate base flood data and to improve the administration of this Code.
- (N) Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and documentation of compliance for development activities subject to this Code.
- (O) Perform site inspections to ensure compliance with this Code and make substantial damage determinations for structures within the floodplain.
- (P) Notify FEMA and IDNR/OWR of any proposed amendments to this Code.
- (Q) Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within **six (6) months** whenever a modification of the floodplain may change the BFE or result in a change to the floodplain map.
- (R) Schedule an annual inspection of the floodplain and document the results of the inspection.
- (S) Establish procedures for administering and documenting determinations, as outlined below, of substantial improvement and substantial damage:
 - (1) Determine the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building before the start of construction of the proposed work. In the case of repair, the market value of the building shall be the market value before the damage occurred and before any repairs are made.
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs

of improvement and repairs, if applicable, to the market value of the building.

- (3) Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
- (4) Notify property owner of all determinations and responsibilities for permitting and mitigation.

14-1-5

(A)

DEVELOPMENT PERMIT.

Development Permits.

- (1) No person, firm, corporation, or governmental body not exempted by state law, shall commence any development in the floodplain without first obtaining a development permit from the Zoning Administrator.
- (2) No person, firm, corporation, or governmental body shall commence any development of a critical facility on land below the **0.2%** annual chance flood elevation without first obtaining a development permit from the Zoning Administrator.
- (3) The Zoning Administrator shall only issue a permit for development activities, including new construction and substantial improvements, which meet the requirements of this Code.

(A)

accompanied by:

Application Documents. The application for a development permit shall be

- (1) A site plan or drawings, drawn to scale using NAVD 88, showing:
 - (a) property line dimensions;
 - (b) existing grade elevations;
 - (c) all changes in grade resulting from excavation or filling;
 - (d) description of the benchmark or source of survey elevation control;
 - (e) sewage disposal facilities;
 - (f) water supply facilities;
 - (g) floodplain limits based on elevation or depth, as applicable;
 - (h) floodway limits, as applicable;
 - (i) the location and dimensions of all buildings and additions to buildings;
 - (j) the location and dimensions of all structures, including but not limited to fences, culverts, decks, gazebos, agricultural structures, and accessory structures;
 - (k) the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of **Section 14-1-7** of this Code.
- (2) Code of project or improvement, including all materials and labor, as estimated by a licensed engineer or architect. A signed estimate by a contractor may also meet this requirement.

(C)

permit, the Zoning Administrator shall compare the elevation of the site to the calculated BFE.

Elevation Comparisons. Upon receipt of an application for a development

- (1) Any development located on land that can be shown by survey elevation to be below the calculated BFE is subject to the provisions of this Code.
- (2) Any development located on land shown to be below the calculated BFE and hydraulically connected to a flood source, but not identified as floodplain on the current FIRM, is subject to the provisions of this Code.
- (3) Any development located on land that can be shown by survey data to be higher than the current BFE and which has not been filled after the date of the site's first flood map showing the site in the floodplain, is not located in a mapped floodway, or located in a Zone A, is not in the floodplain and therefore not subject to the provisions of this Code. A

LOMA-Floodway is required before developing land inadvertently included in a mapped floodway. Unless a LOMA is obtained, all ordinance provisions apply if the land is located in a Zone A.

- (4) Any development located on land that is above the current BFE but will be graded to an elevation below the BFE, is subject to the provisions of this Code.
- (5) The Zoning Administrator shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first FIRM identification.
- (6) The Zoning Administrator shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or permit-not-required letters that may be required for this type of activity. The Zoning Administrator shall not issue a permit unless all other federal, state, and local permits have been obtained.

(D) Upon receipt of an application of a critical facility, the Zoning Administrator shall compare the elevation to the calculated BFE plus **three (3) feet**. Refer to **Section 14-1-9(A)(5)** for critical facility site requirements.

(E) A development permit or approval shall become invalid unless the actual Start of Construction, as defined, for work authorized by such permit, is commenced within **one hundred eighty (180) days** after its issuance, or if the work authorized is suspended or abandoned for a period of **one hundred eighty (180) days** after the work commences. All permitted work shall be completed within **eighteen (18) months** after the date of issuance of the permit or the permit shall expire. Time extensions, of not more than **one hundred eighty (180) days** each, may be granted, in writing, by the Zoning Administrator. Time extension shall be granted only if the original permit is compliance with this Code and the FIRM and FIS in effect at the time the extension is granted.

(F) **Certification and As-Built Documentation.** The applicant is required to submit certification by a registered licensed professional engineer or registered land surveyor that the finished fill and building elevations were accomplished in compliance with **Section 14-1-7** of this Code. Floodproofing measures must be certified by a registered professional engineer or registered architect as being compliance with applicable floodproofing standards. Accessory structures designed in accordance with **Section 14-1-7** of this Code are exempt from certification, provided sufficient compliance with the development permit are documented. FEMA Elevation Certificate and Floodproofing Certificate forms may be required as documentation of compliance.

An as-built grading plan, prepared by a registered professional engineer may be required to certify that any development in floodplain, such as grading or the construction of bridges or culverts, are in substantial conformance with the development permit.

No building, land or structure may be occupied or used in any manner until a letter or certificate has been issued by the Zoning Administrator, stating that the building or land conforms to the requirements of this Code.

The Zoning Administrator must maintain records in perpetuity documenting compliance with this Code, including the elevation to which structures and alterations to structures are constructed or floodproofed.

14-1-6 PREVENTING INCREASED FLOOD HEIGHTS AND RESULTING DAMAGES.

Within the floodway identified on the countywide Flood Insurance Rate Map, and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

(A) Except as provided in **Section 14-1-6(B)**, no development shall be allowed which, acting in combination with existing and anticipated development, will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:

- (1) Bridge and culvert crossings of streams in rural areas meeting the conditions of IDNR/OWR Statewide Permit No. 2;

- (2) Barge fleeting facilities meeting the conditions of IDNR/OWR Statewide Permit No. 3;
- (3) Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 4;
- (4) Minor boat docks meeting the following conditions of IDNR/OWR Statewide Permit No. 5;
- (5) Minor, non-obstructive activities such as underground utility lines, light poles, signposts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding **seventy (70) square feet** and raising buildings on the same footprint which does not involve fill and any other activity meeting the conditions of IDNR/OWR Statewide Permit No. 6;
- (6) Outfall structures and drainage ditch outlets meeting the following conditions of IDNR/OWR Statewide Permit No. 7;
- (7) Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;
- (8) Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;
- (9) Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;
- (10) Minor maintenance dredging activities meeting the following conditions of IDNR/OWR Statewide Permit No. 11;
- (11) Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR Statewide Permit No. 12;
- (12) Temporary construction activities meeting the following conditions of IDNR/OWR Statewide Permit No. 13;
- (13) Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from state floodway permit requirements.

(B)
by the City only if:

Other development activities not listed in **Section 14-1-6(A)** may be permitted

- (1) A permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); or
- (2) Sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and BFE.

14-1-7

PROTECTING BUILDINGS.

(A) **Requirements.** In addition to the state permit and damage prevention requirements of **Section 14-1-6**, all buildings located in the floodplain shall be protected from flood damage below the FPE. This building protection requirement applies to the following situations:

- (1) Construction or placement of a new building or alteration or addition to an existing building.
- (2) Value of improvements equal or exceed the market value of **fifty percent (50%)**. If substantially improved, the existing structure and the addition must meet the flood protection standards of this Section.
- (3) Repairs made to a substantially damaged building. If substantially damaged, the entire structure must meet the flood protection standards of this Section within **twenty-four (24) months** of the date the damage occurred.
- (4) Installing a manufactured home on a new site or a new manufactured home on an existing site.
- (5) Installing a travel trailer or recreational vehicle on a site for more than **one hundred eighty (180) consecutive days**.

- (6) Repetitive loss to an existing building as defined in **Section 14-1-2.**
- (B) **Residential or non-residential buildings** can meet the building protection requirements by one of the following methods:
- (1) The building may be constructed on permanent land fill with the lowest floor including basement at or above the FPE in accordance with the following conditions:
 - (a) The lowest floor (including basement) shall be at or above the FPE.
 - (b) The fill shall be placed in layers no greater than **six (6) inches** before compaction and should extend at least **twenty (20) feet** beyond the foundation before sloping below the FPE in lieu of a geotechnical report.
 - (c) The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.
 - (d) The fill shall be composed of rock or soil and not incorporated debris or refuse material.
 - (e) The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary, stormwater management techniques, such as swales or basins, shall be incorporated.
 - (2) The building may be elevated on solid walls in accordance with the following:
 - (a) The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters.
 - (b) All components located below the FPE shall be constructed of materials resistant to flood damage.
 - (c) The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the FPE.
 - (d) If walls are used, all enclosed areas below the FPE shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Designs must either be certified by a licensed professional engineer or by having a minimum of **two (2)** permanent openings on at least **two (2) walls** no more than **one (1) foot** above grade. The openings shall provide a total net area of not less than **one (1) square inch** for every **one (1) square foot** of enclosed area subject to flooding below the BFE. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.
 - (e) The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.
 - (i) Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the FPE provided they are waterproofed.
 - (ii) The area below the FPE shall be used solely for parking or building access and not later modified or occupied as habitable space, or
 - (iii) In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.
 - (3) The building may be constructed with a crawlspace located below the FPE provided that the following conditions and requirements of FEMA TB

11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas, which ever are more restrictive, are met:

- (a) The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effective of buoyancy.
- (b) All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of **one (1)** permanent opening shall be provided on at least **two (2) walls** that is below the BFE, and no more than **one (1) foot** above finished grade. The openings shall provide a total net area of not less than **one (1) square inch** for every **one (1) square foot** of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.
- (c) The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundations wall must not exceed **four (4) feet** at any point.
- (d) An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
- (e) Portions of the building below the FPE must be constructed with materials resistant to flood damage, and
- (f) Utility systems within the crawlspace must be elected above the FPE.

(C) **Non-Residential Buildings** may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:

- (1) Below the FPE the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.
- (2) The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.
- (3) Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.
- (4) Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

(D) **Manufactured homes or travel trailers** to be permanently installed on site shall be:

- (1) Elevated to or above the FPE in accordance with **Section 14-1-7(B)**; and
- (2) Anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 IL Adm. Code § 870.

(E) **Travel trailers and recreational vehicles** on site for more than **one hundred eighty (180) consecutive days** shall meet the elevation requirements of **Section 14-1-7(D)** unless the following conditions are met:

- (1) The vehicle must be either self-propelled or towable by a light duty truck.
- (2) The hitch must remain on the vehicle at all times.
- (3) The vehicle must not be attached to external structures such as decks and porches.

- (4) The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.
- (5) The vehicles having a total area not exceeding **four hundred (400) square feet** measured when measured at the largest horizontal projection.
- (6) The vehicle's wheels must remain on axles and inflated.
- (7) Air conditioning units must be attached to the frame so as to be safe for movement out of the floodplain.
- (8) Propane tanks as well as electrical and sewage connections must be quick-disconnect.
- (9) The vehicle must be licensed and titled as a recreational vehicle or park model; and must either:
 - (a) entirely supported by jacks, or
 - (b) have a hitch jack permanently mounted, have the tires touching the ground, and be supported by blocks in a manner that will allow the blocks to be easily removed by use of the hitch jack.

(F) conditions are met:

Detached Accessory Structures may be permitted provided the following

- (1) The accessory structure must be non-habitable.
- (2) The accessory structure must be used only for the storage of vehicles and storage and cannot be modified later into another use.
- (3) The accessory structure must be located outside of the floodway or have the appropriate state and/or federal permits.
- (4) The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials in accordance with **Section 14-1-7**.
- (5) All utilities, mechanical, and electrical must be elevated above the FPE.
- (6) The structure must have at least **two (2)** permanent openings on at least **two (2) walls** not more than **one (1) foot** above grade, but below the BFE, with **one (1) square inch** of opening for every **one (1) square foot** of floor area.
- (7) The structure must be no more than **one (1) story** in height and no more than **six hundred (600) square feet** in size.
- (8) The structure shall be anchored to resist flotation, collapse, lateral movement, and overturning.
- (9) All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the FPE.
- (10) The lowest floor elevation should be documented, and the owner advised of the flood insurance implications.

14-1-8 SUBDIVISION REQUIREMENTS. The City Council shall consider hazards, to the extent that they are known, in all official actions related to land management use and development.

(A) New subdivisions, manufactured home parks, annexation agreements, planned unit developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protection standards of **Sections 14-1-6** and **14-1-7** of this Code.

(B) Streets, blocks, lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains should be included within parks, open space parcels, or other public grounds.

(C) Any proposal for such development shall include the following data:

- (1) The BFE and the boundary of the floodplain, where the BFE is not available from an existing study, the applicant shall be responsible for calculating the BFE.
- (2) The boundary of the floodway, when applicable.

- (3) A signed statement by a Licensed Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act **(765 ILCS 205/2)**.

14-1-9

PUBLIC HEALTH AND OTHER STANDARDS.

(A) Public health standards must be met for all floodplain development. In addition to the requirements of **Sections 14-1-6 and 14-1-7**, the following standards apply:

- (1) No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the FPE unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of **Section 14-1-7** of this Code.
- (2) Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
- (3) Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (4) New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the FPE shall be watertight.
- (5) Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or **three (3) feet** above the level of the 100-year flood frequency elevation whichever is greater. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities. Floodproofing and sealing measures may also be used to provide protection, as described in **Section 14-1-7**, and must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Critical facilities include emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes, and senior care facilities.

(B) All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

(C) Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams.

(D) **Letters of Map Revision.** The City Clerk and/or Zoning Administrator shall require a CLOMR prior to issuance of a development permit for:

- (1) Proposed floodway encroachments that will cause an increase in the BFE; and
- (2) Proposed development which will increase the BFE by more than **0.1 feet** in riverine area where FEMA has provided a BFE but no floodway.

Once a CLOMR has been issued, the development permit may be issued for site grading and structures necessary in the area of the map change to achieve the final LOMR. Upon completion, the

applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits. Review **Section 14-1-9(E)** for the construction of buildings in any floodplain issued a LOMR Based on Fill.

(E) When construction of a building following a LOMR Based on Fill is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may apply for a permit from the City to construct the lowest floor of a building below the BFE in the floodplain.

The City Clerk and/or Zoning Administrator shall not issue such a permit unless the applicant has demonstrated that the building will be reasonable safe from flooding. The City Clerk and/or Zoning Administrator shall require a professional certification from a qualified design professional that indicates the land or buildings are reasonably safe from flooding, according to the criteria established in FEMA TB 10. Professional certification may come from a professional engineer, professional geologist, professional soil scientist, or other design professional qualified to make such evaluations.

The City Clerk and/or Zoning Administrator shall maintain records, available upon request by FEMA, all supporting analysis and documentation used to make that determination, including but not limited to, all correspondence, professional certification, existing and proposed grading, sump pump sizing, foundation plans, Elevation Certificates, soil testing and compaction data.

14-1-10 CARRYING CAPACITY AND NOTIFICATION. For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained.

In addition, the City shall notify adjacent communities in writing **thirty (30) days** prior to the issuance of a permit for the alteration or relocation of the watercourse.

14-1-11 VARIANCES.

(A) No variance shall be granted within a floodway if any increase in the base flood elevation would result.

(B) Whenever the standards of this Code place undue hardship on a specific development proposal, the applicant may apply to the Zoning Board of Appeals for a variance. The Zoning Board of Appeals shall review the applicant's request for a variance and shall submit its recommendation to the Council. The Council may attach such conditions to granting of a variance as it deems necessary to further the purposes and objectives of this Code. The Council shall base the determination on:

- (1) Technical justifications submitted by the applicant.
- (2) The staff report, comments, and recommendations submitted by the floodplain administrator.
- (3) The limitations, considerations, and conditions set forth in this Section.

(C) The findings of fact and conclusions of law made by the Zoning Board of Appeals according to **Section 14-1-11(A)**, the notifications required by **Section 14-1-11(B)**, and a record of hearings and evidence considered as justification for the issuance of all variances from this Code shall be maintained by the City in perpetuity.

(D) No variance shall be granted unless the applicant demonstrates, and the Council finds, that all of the following conditions are met:

- (1) The development activity cannot be located outside the floodplain.
- (2) A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
- (3) The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
- (4) There will be no additional threat to public health, public safety, destruction of beneficial stream uses and functions including, aquatic habitat, causation of fraud on or victimization of the public, conflict with existing local laws or ordinances, or creation of a nuisance.

- (5) There will be no additional public expense for flood protection, rescue or relief operations, policing, lost environmental stream uses or functions, repairs to streambeds and banks, or repairs to roads, utilities, or other public facilities.
- (6) The circumstances of the property are unique and do not establish a pattern inconsistent with the intent of the NFIP.
- (7) Good and sufficient cause has been shown that the unique characteristics of the size, configuration, or topography of the site renders the requirements of this Code inappropriate.
- (8) All other state and federal permits have been obtained.

(E) The Zoning Board of Appeals shall notify an applicant in writing that a variance from the requirements of the building protections standards of **Section 14-1-7** that would lessen the degree of protection to a building will:

- (1) Result in increased premium rates for flood insurance up to **Twenty-Five Dollars (\$25.00)** per **One Hundred Dollars (\$100.00)** of insurance coverage.
- (2) Increase the risk to life and property.
- (3) Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

(F) **Considerations for Review.** In reviewing applications for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

(G) **Historic Structures.** Variances issued for the reconstruction, repair, or alteration of a historic site or historic structure as defined in "Historic Structures," may be granted using criteria more permissive than the requirements of **Sections 14-1-6** and **14-1-7** of this Code subject to the conditions that:

- (1) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.
- (2) The repair or rehabilitation will not preclude the structure's continued designation as a historic structure.

(H) **Agriculture Structures.** Variances issued of the construction or substantial improvement of agricultural structures which do not meet the non-residential building requirements of **Section 14-1-7(B)** and **(C)**, provided the requirements of **Section 14-1-11(A)** through **14-1-11(G)** and the following are satisfied:

- (1) A determination that the proposed agricultural structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
 - (d) Complies with the wet floodproofing construction requirements of **Section 14-1-11(H)(2)**.
- (2) **Wet Floodproofing Construction Requirements.** Wet floodproofed structures shall:
 - (a) The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials in accordance with **Section 14-1-7** of this Code.
 - (b) The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - (c) All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of **two (2)** permanent openings shall be provided on at least **two (2) walls** located below the BFE and no more than **one (1) foot** above finished grade. The openings shall provide a total net area of not less than **one (1) square inch** for every **one (1) square foot** of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.
 - (d) Any mechanical, electrical, or other utility equipment must be located above the BFE or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with **Section 14-1-7** of this Code.
 - (e) If located in a floodway, must be issued a state floodway permit, and comply with **Section 14-1-6** of this Code.
 - (f) The building may not be used for manure storage or livestock confinement operations.

14-1-12 DISCLAIMER OF LIABILITY. The degree of protection required by this Code is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur, or flood heights may be increased

by man-made or natural causes. This Code does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This Code does not create liability on the part of the City or any officer or employee thereof for any flood damage that results from reliance on this Code, or any administrative decision made lawfully thereunder.

14-1-13 **PENALTY.** Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this Code. Upon due investigation, the Code Enforcement Officer may determine that violation of the minimum standards of this Code exists. The Code Enforcement Officer shall notify the owner in writing of such violation.

- (A) If such owner fails, after **ten (10) days'** notice, to correct the violation:
- (1) The City may make application to the Circuit Court for an injunction requiring conformance with this Code or make such other order as the court deems necessary to secure compliance with the Code.
 - (2) Any person who violates this Code shall, upon conviction thereof, be fined not less than **Fifty Dollars (\$50.00)** nor more than **Five Hundred Dollars (\$500.00)** for each offense.
 - (3) A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.
 - (4) The City shall record a notice of violation on the title of the property.

(B) The Code Enforcement Officer shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

The Code Enforcement Officer is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.

No person shall be permanently suspended or revoked until a hearing is held by the Zoning Board of Appeals. Written notice of such hearing shall be served on the permittee and shall state:

- (1) The grounds for the complaint, reasons for suspension or revocation, and
- (2) the time and place of the hearing.

At such hearing the permittee shall be given an opportunity to present evidence on their behalf. At the conclusion of the hearing, the Board of Appeals shall determine whether the permit shall be suspended or revoked.

(C) Nothing herein shall prevent the City from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

14-1-14 **ABROGATION AND GREATER RESTRICTIONS.** This Code does not repeal the original resolution or ordinance adopted to achieve eligibility in the program. Nor does this Code repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this Code and other ordinance easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

14-1-15 **SEVERABILITY.** The provisions and sections of this Code shall be deemed separable and the invalidity of any portion of this Code shall not affect the validity of the remainder.

(See 65 ILCS 5/1-2-1; 5/11-12-12; 5/11-30-2; 5/11-30-8 and 5/11-31-2)

(Ord. No. 2022-18; 08-02-22)

CHAPTER 15 – FRANCHISES

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CHAPTER 15

FRANCHISES

ARTICLE I – ELECTRIC

15-1-1 ADOPTION BY REFERENCE. The electric franchise between the City of Anna, Illinois and Ameren Illinois is hereby included by reference in **Appendix “A”**. **(Ord. No. 2017-06; 07-18-17)**

APPENDIX "A"

ELECTRIC FRANCHISE

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO AMEREN ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF ANNA, COUNTY OF UNION AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, COUNTY OF UNION, AND THE STATE OF ILLINOIS, AS FOLLOWS:

Section 1 – Grant of Franchise

1.1 Extension. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Ameren Illinois, its successors and assigns, to construct, operate and maintain a utility system within the City as originally authorized by Ordinance No. 2008-08 approved on June 17, 2008. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of electric energy and other purposes within the City for the benefit of its citizens and residents as well as other consumers of electric energy located within its corporate limits. For purposes of construing the terms, rights and obligations of the parties this authorization is granted pursuant to Section 14 of the Electric Supplier Act, 220 ILCS 30/14, and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.

1.2 Grant of Franchise. There is hereby given and granted to Ameren Illinois, its successors and assigns (hereinafter referred to as the Company), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Anna (hereinafter referred to as Municipality), an electric utility system for the transmission, distribution and/or sale of electric energy and other purposes (the System), together with the right, privilege and authority to erect, construct, install, operate and/or maintain all poles, conductors, wires, cables, conduits, equipment and/or other apparatus (collectively Facilities) as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places (collectively Public Thoroughfare).

1.3 Successors and Assigns. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

Section 2 - Term

2.1 All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the Initial Term), and thereafter on a year-to-year basis (each a Subsequent Term) unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

Section 3 – Franchise Fee and Tax Consideration

3.1 Franchise Fee. As a further consideration for the rights, privileges and authorities granted by this Ordinance, the Company shall, throughout the period in which Company shall exercise the rights, privileges and authority granted by this Ordinance furnish to the said Municipality, compensation in the

amount of \$22,405, payable annually, within 30 days of the anniversary date. Municipality may request a revision to the compensation amount after five (5) years from the date of passage of this Ordinance if Municipality has a reasonable belief that its population has increased or decreased by 3% or more. Municipality must request the revision at least 60 days prior to the next anniversary date. If Company confirms that the number of customers served by the System within Municipality's corporate limits has increased or decreased by 3% or more, the compensation amount will be revised by that percentage for the next and succeeding payments. Municipality may request similar revisions to compensation amounts under these criteria in additional five year periods throughout the term of this Ordinance.

3.2 Tax Exemption. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all Facilities placed in the Public Thoroughfares within the corporate limits of Municipality.

Section 4 – Construction Activities

4.1 Construction. All Facilities placed or installed under this Ordinance in the Public Thoroughfare, shall be so placed as not to interfere unnecessarily with travel on such Public Thoroughfare. All Facilities placed or installed under this Ordinance shall be so located as not to injure unnecessarily any pipes, conduits, sewers, drains, pavement or other like public improvements, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof and in default thereof said Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Company. All Facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

4.2 Relocation. When any Public Thoroughfare shall be graded, curbed, paved or otherwise changed, or when there is a relocation of such Public Thoroughfare, so as to make the resetting or relocation of any Facilities placed or installed under this Ordinance necessary the Company shall make such resetting or relocation, at the Company's cost and expense as qualified. The work is reasonably necessary for the construction, repair, maintenance, improvement or use of such Public Thoroughfare is reasonably necessary for the location, construction, replacement, maintenance, improvement or use of other property of the Municipality; or is reasonably necessary for the operation of the Municipality. If the setting or location, or resetting or relocation of any Facilities is required for aesthetic purposes, the Municipality shall reimburse the Company for the resetting and/or relocation. The Company, as determined in discretion will not be responsible for the expense of removals, relocations, changes or alterations required by the Municipality for the purpose of assisting either private projects, aesthetic reasons, or a municipal electric utility. Municipality shall provide the Company with a suitable location for the resetting or relocation of such Facilities, and the Company's obligation shall be limited to resetting or relocating the Facilities of the same type and configuration as the displaced Facilities. Company shall make such resetting or relocation within a reasonable time after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location. Except as expressly stated, nothing in this Section requires the Company to bear responsibility for any costs or expenses to relocate its Facilities for any other reason or cause.

4.3 Permit Obligation. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of Facilities within the Public Thoroughfares thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading and repair of its constructed Facilities. Company shall provide notice of annexation hereunder in accordance with the Illinois Underground Utility Damage Prevention Act (220 ILCS 50/1 et seq.).

Section 5 – Indemnity and Insurance

5.1 Indemnification. The Company shall indemnify and save harmless the Municipality and all contractors, officers, employees and representatives thereof from all claims, demands, causes of action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Company's construction, erection, maintenance, use or presence of, or removal of any Facilities. The foregoing indemnification shall not apply to the extent any such claim, demand, cause of action, liability, judgment, cost, expense or loss arises out of, is caused by, or results from the negligent or wrongful willful act or omission of the Municipality or any contractor, officer, employee or representative thereof.

5.2 Insurance. Company shall be obligated under this Ordinance to maintain through the Term of this Ordinance, at its sole cost and expense, to maintain the following insurance coverages which shall name Municipality as an additional insured:

A. **Comprehensive General Liability.** Comprehensive General Liability insurance, including contractual liability with limits of \$2,000,000 per occurrence for bodily injury and property damage. Railroad exclusions must be deleted if any work is to be performed within 50' of an active railroad track.

B. **Comprehensive Automobile Liability.** Commercial Auto Liability insurance with a limit of liability for bodily injury and property damage of not less than \$2,000,000. Such policy shall include owned and blanket non-owned and hired coverage.

C. **Workers' Compensation.** Workers' compensation coverage in accordance with statutory limits.

D. **General Standards for All Insurance.** All commercial insurance policies obtained by the Company to satisfy this obligation must be written by companies customarily used by public utilities for those purposes, including policies issued by a captive insurance company affiliated with the Company. Upon written request, the Company shall provide Municipality with evidence of insurance. The above requirements may be satisfied with primary insurance, excess insurance or a combination of both.

E. **Self-Insurance.** Company shall have the right to self-insure any or all of the above-required insurance coverage.

Section 6 – Vegetation Management

6.1 In order for Company to render efficient, safe, and continuous services, it will be necessary for Company to conduct vegetation management activities, including the trimming or pruning and cutting down of the trunks and branches of trees and/or vines and shrubs along or over the Public Thoroughfare in said Municipality, and areas dedicated to the Municipality for public utility use, wherever the same are likely to interfere with its equipment; therefore, Company is hereby granted the right to conduct such vegetation management activities so as to enable it to erect, operate and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient, safe, and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in its vegetation management activities. Company shall conduct its vegetation management activities in accordance with applicable law, including without limitation, 220 ILCS 5/8-505.1, and any amendments thereto. Notwithstanding the foregoing, to the extent applicable law may be superceded or modified by an agreement between Municipality and Company, Municipality and Company reserve the right to enter into such an agreement.

Section 7 – Miscellaneous Provisions

7.1 Rates. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction

thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

7.2 Company Rights Independent of Ordinance. The Municipality acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any Public Thoroughfare during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

7.3 Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

7.4 Severance Clause. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

7.5 Conflicting State Statutes. Any conflict between the Franchise Ordinance and the provisions contained in the Electric Service Customer Choice and Rate Relief Law of 1997 (Public Act 90-561) will be resolved by giving the state statute mandatory priority over any contrary language contained in the Franchise Ordinance.

7.6 Most Favored Nation. If, at any time, during the term of this contract, Municipality permits another entity or person to provide electric distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify Municipality of such treatment, terms, or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable, treatment, terms, or conditions, then Municipality shall notify Company of such treatment, terms, or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this Ordinance to provide Company or Municipality such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms, or conditions.

Section 8 – General Provisions

8.1 Notice. Any notice that (a) requires a response or action from the Municipality or the Company with a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

If to Municipality:

City Clerk
City of Anna
103 Market
Anna, IL 62906

If to Company:

Ameren Illinois Company d/b/a Ameren Illinois
President
6 Executive Drive
Collinsville, IL 62234

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

8.2 Entire Agreement and Interpretation. This Ordinance embodies the entire understanding and agreement of the Municipality and the Company with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

8.3 Governing Law and Venue. This Ordinance has been approved and executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Union County, Illinois, in which the Municipality's principal office is located.

8.4 Amendments. No provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Municipality or Company, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Company.

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

8.6 No Waiver of Rights. Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Company or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

Section 9 – Acceptance

9.1 This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within **ninety (90) days** after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of **ninety (90) days**, all rights, privileges, and authority herein granted shall become null and void.

Section 10 – Effective Date

10.1 This Ordinance shall be in full force from and after its passage, approval and **ten (10) day** period of publication in the manner provided by law. This Ordinance shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein and as provided for in **35 ILCS 645/5-4**.

(Ord. No. 2017-06; 07-18-17)

CHAPTER 17 – GAS SYSTEM

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CHAPTER 17

GAS SYSTEM

ARTICLE I – NATURAL GAS SYSTEM

17-1-1 APPLICATION FOR NATURAL GAS SERVICE.

(A) Any prospective customer requesting new gas service or an existing customer requesting additional or changed gas service shall complete and file with the City Hall an "Application for Natural Gas Service". The application shall be in a form approved by the City Council, copies of which may be obtained from the office of the City Administrator at City Hall.

(B) If the prospective customer is a tenant of the premises to be served, the property owner, or his legal representative or designated agent, must countersign the application before the application will be granted for all new installations for purposes of granting City an easement within which to lay the gas line on and over the owner's property.

17-1-2 GAS SERVICES: EASEMENTS REQUIRED. Where service lines are laid on private property, an easement shall be granted by the owner thereof providing for the installation and maintenance of the proposed service lines to be installed and maintained by the City and for the extension along or across such property for making other service connections from the same service line. This easement is granted by the owner upon the owner's execution of the "Application for Natural Gas Service".

17-1-3 CONNECTIONS TO BE MADE BY CITY. Upon the filing of an application with the intent to immediately use gas, if the same is in proper form and the service connection fee is paid as provided in **Section 17-2-2**, an order for the installation of service pipe, tap, meter and service connections will be issued by the Superintendent to make such installation and connection without unnecessary delay and to return such order immediately upon completion of the work with an endorsement thereon signed by such employee making such installation, showing the date, place and manner in which such service connection was made and an itemized statement of the cost thereof. All applications and orders issued and returned thereon shall be appropriately numbered and kept on file in the office of the City Administrator as a permanent record. The service line shall not be installed more than **sixty (60) days** prior to its use for service. Services that have been inactive or abandoned over **two (2) years** may be disconnected and removed by the City at the discretion of the Public Works Manager. If service is disconnected or removed it will terminate the gas service.

17-1-4 SPECIFICATIONS FOR MAIN AND SERVICE CONNECTIONS. The City does hereby adopt the requirements of the Federal and State Pipeline Safety Acts as its "specifications base". Gas Service connections made to the mains of the system of the City shall comply with requirements and regulations set forth within the Pipeline Safety Acts and related Pipeline Safety Standards as amended from time to time.

17-1-5 ALL SERVICE SHALL BE METERED.
 (A) All gas services shall be metered with a meter of adequate size to measure the amount of gas consumed. Meters shall be of standard design and may be of the diaphragm, rotary or turbine type properly used at the discretion of the Superintendent. The measurement pressure base shall be **seven (7) inches** water column. The temperature base shall be **sixty degrees Fahrenheit (60°F)**.

17-1-6 METERS, ETC. TO BE OPEN FOR INSPECTION.

(A) All meters shall be so placed and installed as to render the same accessible at the time for the purpose of reading and repairing. All meters shall be set outside of the buildings where practical. Indoor installations are prohibited unless found to be unavoidable. If so, the installer must provide adequate vent extending to the outside and must be approved in writing by the Superintendent prior to doing any such work.

(B) Meters, regulators, fittings, fixtures and appurtenances connected to the system and located on private property shall be open for inspection and reading at all reasonable hours by the proper officers or employees of the City. Any part found to be defective or not in compliance with the provisions of this Code shall be immediately repaired or corrected. Service may be discontinued without notice at any time when conditions of the privately-owned facilities create danger or hazard or found not in compliance.

17-1-7 TEST OF METERS.

(A) Any consumer may request the City to make a test of the accuracy of the meter, then in use on their premises. Such tests will be made by the City without charge, provided that such meter has not been tested within **two (2) years** preceding such request. In case a consumer requests an accuracy test of a meter which has been previously tested within **two (2) years**, the consumer shall be required to deposit with the City the sum of **Fifty Dollars (\$50.00)** for a meter having a capacity of 415 cfh or less. Larger meters shall be tested at actual cost of the work.

(B) In the event such meter is found by testing to register incorrectly at **twenty percent (20%)** full capacity, by more than **two percent (2%)** fast or slow, then another meter shall be substituted, and the test deposit shall be refunded. Past gas bills shall be adjusted by refund or credit of such percentage of the amount of the gas bills for a period of not more than **six (6) months** previous to such test as prescribed in this Code.

(C) In the event that the meter is found to be within the limits and registering correctly, the consumer shall forfeit the test deposit and such funds shall be deposited in the gas operating funds of the City.

17-1-8 SEPARATE METERS FOR EACH DISTINCT BUILDING. No person, firm, or corporation shall connect any gas service line or transmit gas supplied by the natural gas system of the City into more than one distinct building from one meter. A garage or similar outbuilding shall be considered a distinct building. Apartment buildings constructed after passage of this Code Section (8-98), shall have each unit individually metered. Apartment buildings constructed prior to passage of this Code Section may continue to be serviced by **one (1) meter** at the option of the apartment owner. Duplex dwellings shall be serviced from individual meters. The City Council shall have the right to establish special services or service connections as may be necessary for larger users.

17-1-9 METER, REGULATOR OR CITY-OWNED EQUIPMENT DAMAGED.

(A) Whenever a meter, regulator or other equipment of a service connection which has been installed by the City is damaged by the customer, or his agent or guest, the damages shall become the liability of the customer who shall pay the City the actual cost of the removal, repairing and/or replacement of such damaged equipment.

(B) In the event such damage has caused inaccurate metering, then such gas bills shall be corrected in the manner previously provided for herein to cover such period that the meter was out of order.

17-1-10 CITY NOT LIABLE FOR AN INTERRUPTION OF SERVICE OR SUPPLY.

(A) The City shall have the right to shut off the supply of gas whenever it is necessary to make repairs, improvements, enforce rules or for any operating reason or if an unsafe condition exists. In all cases where possible, reasonable notice of the circumstances will be given to the

customers, but in an emergency or the discovery of an unsafe condition, the gas may be shut off without notice. Such necessary repairs or work will be made by the City as rapidly as may be practical. The City shall not be held responsible or liable because of any shut-off or discontinuance of service for any direct or resultant or consequential damages to any person, company, entity or customer.

(B) In the event of such discontinuance of gas service, the City will make every attempt to safeguard the customer. In no case shall the customer turn on his own service. The purging of lines, relighting pilots and checking automatic controls will be done by the City at its expense. Where the nature of the customer's operations are such that an interruption of service might create a hazard or a large economic loss, such customer shall provide facilities for standby service at his discretion.

(C) Whenever mains, pipes, service connections or other facilities of the gas system are taken up, shut off or interfered with by reasons of any street improvement, the City will endeavor to maintain service so far as is reasonably possible, but will not be directly or indirectly liable for any interruption, poor pressure, inconvenience or damage of any kind either to the adjacent customer or to other customers affected thereby. Direct damages to property due to such operations shall be either repaired or replaced by the City without cost to the customer.

(D) The City expressly stipulates with all customers and other persons who may be affected by the discontinuance of service that it will neither insure nor be responsible or liable in any manner for any loss or damages direct or indirect by any reason of any fire, or any other cause, and all gas service furnished shall also be conditional upon acts of God, inevitable accidents, fire, strikes, riots, or any other cause. Any customer having a facility, operation, process or activity which cannot under any or all conditions tolerate temporary interruption of gas service shall provide an alternate source of on-site fuel or heat for utilization during such interruption. The responsibility for this alternate source rests fully with the customer.

17-1-11 GENERAL RULES.

(A) No additional connection shall be made with any private line or customer-owned line. Private service lines or customer-owned extensions of service are prohibited.

(B) The City shall have the right and option to demand changes, removal or replacement of any pipe, fixture or apparatus which is considered to be faulty, inadequate or hazardous, provided, however, that this provision shall not obligate the City in any way or manner. The cost of the above work shall be fully borne by the customer. The City shall have the right to refuse or to discontinue gas service without notice to a customer if the City finds any installed apparatus or appliance which would be detrimental to the efficient operation of the existing facilities under the latest revision of National Fire Protection Association 54 (National Fuel Gas Code).

(C) All persons, firms, corporations and customers are strictly forbidden to attach any electrical ground wire to any fixture or piping which is or may be connected to any gas service pipe, meter or main belonging to the City. The customer on the premises shall be responsible and liable for any damage to the City's property or injury to the employees of the City caused by such ground wire. Any and all customer, persons, firms or corporations shall remove any existing ground wires immediately and if such ground wires are not removed after **twenty-four (24) hours** written notice, the City, through its officials, may enter the property and remove such ground wires and the customers shall pay all costs.

17-1-12 REGULATIONS RELATIVE TO CUSTOMER'S PIPING, FACILITIES, APPLIANCES, AND VENTING.

(A) The responsibility of the City for maintenance and safety of natural gas piping terminates at the outside wall of residential premises, unless the gas meter is located within **three (3) feet** of the structure, in which case the City's responsibility terminates at the outlet of the meter as in the case of all other meter settings.

(B) All inside building piping shall be of rigid construction. The pipe from the outlet of the meter shall be of black iron pipe of not less than **one (1) inch** inside diameter and shall enter the building wall by means of suitable metal strap or clamp at a point not more than **eighteen (18) inches** from the outlet wall, shall be fastened to the wall at intervals sufficient to make the piping rigid

throughout. In instances where piping from meter enters the wall, the interior end shall be securely fastened so that pipe will not turn when fittings at the meter are put on. The final tie-in of the gas line to the meter shall be made by the customer only after air testing by the customer or his agent. Customer connections between the meter and the outside residential wall are prohibited.

Gas will not be turned on to any customer manifold that has not been first air tested for leakage by the applicant or his agent and subsequently checked by the City. Testing must be done as a completed system. No partial or temporary service is permitted.

(C) The City does herewith adopt as its rules and regulations and safety practices the rules, regulations and safety practices set forth in the latest revision of the National Fuel Gas Code, National Fire Protection Association 54, as amended from time to time, as though those rules, regulations and practices were fully repeated and set forth herein verbatim so far as they are not inconsistent with the provisions of this Code. In the event of conflict, the more restrictive language shall apply. Any person, firm or corporation installing fuel gas piping or appliances within the gas service area of the City shall follow said rules, regulations and practices.

(D) No surface may be constructed or placed over a gas service line or main which may produce a seal to a building wall or foundation.

(E) All buried natural gas piping facilities owned or served by the City and distribution appurtenances shall conform to the latest revision of NFPA 54 and the Minimum Federal Safety Standards Part 192 Code of Federal Regulations 49 as amended from time to time, as though fully set forth verbatim herein. The Minimum Standards shall apply equally to provide buried facilities and distribution appurtenances. No natural gas piping may be placed or remain beneath any building or sealed surface except in a specified vented casing.

(F) No meter, regulator, or any part of a meter setting may be painted or otherwise coated by a customer without written approval of the Superintendent on a case-by-case basis. Special coatings are required to prevent shorting of insulators.

(G) The City does not approve customer piping, which as used herein means piping beyond the outlet of the meter. The City may refuse connection or discontinue service upon discovering any condition which may be in violation of this Code, or which may create any type of safety hazard, including venting.

(H) No alteration, repair, adjustment, customer re-lighting, appliance work or piping work shall be done by City employees beyond the outlet of the meter except to the extent that it may be required for purposes of safety only.

(I) All customer re-lighting will be done by qualified City gas employees in the event of an interruption of gas service.

(J) Safety shut-off devices to protect either supply gas or venting failure shall be installed and subsequently tested for proper operation by the installer. Written documentation of the test may be requested. These devices shall be used when approved for or furnished with new heating equipment.

(K) The City shall be notified of any changes or alterations, remodeling, or reconstruction, affecting gas piping in any building, house or grounds. This shall be done using an "Application for Gas Service" which are located at City Hall.

(L) The latest revision of the "National Fuel Gas Code" as amended from time to time, identified as the National Fire Protection Association No. 54 is incorporated herein by reference and made a part hereof. If there is a conflict between that publication and this regulation, the more restrictive language shall apply.

(M) Any customer piping outside the building wall shall be protected from atmospheric corrosion by the customer. It shall be painted at regular intervals after cleaning. Good quality paint suitable for this purpose shall be used.

(N) The City will provide "customer choice" on the installation of an excess flow valve in the customer's service line. The valve, if selected, will be located near the customer's property line. In the event maintenance is required to the valve or any problem caused by the valve, it will be at the customer's expense. All repairs will be made by the City and billed to the customer at the City's cost.

17-1-13 RULES TO BECOME A PART OF CONTRACT. All rules and regulations concerning the use of the facilities of the natural gas system of the City and the consumption of gas therefrom shall become a part of the contract with every gas customer, and every gas customer shall be subject thereto and bound thereby.

17-1-14 EXTENSIONS OF GAS MAINS AND SERVICE.
(A) The City shall not bear the cost of extending gas mains. For progressive "standard" residential lot-to-lot extensions within a platted subdivision or populated area the charge per lot shall be **Four Hundred Fifty Dollars (\$450.00)** to be paid in advance of installation. A standard residential main extension is defined as one having as length of **one hundred fifty (150) feet** or less and being connected to an existing source of supply within that length. This charge is final and non-refundable.

(B) For main extensions (1) other than "standard" residential lot-to-lot installations within or to reach a lot or development, or (2) commercial installations, or (3) industrial installations, either inside or outside the corporate limits, the charge shall be the total estimated cost to the City and shall be paid as an estimate by the applicant at the time the request for gas service is approved. The cost to the City shall include all materials, labor, equipment, engineering and related items required to complete the gas main extension. In the event that the amount so deposited is greater or less than the actual cost of the extension, such excess or deficiency shall be refunded or paid, as the case may be, prior to initiating gas service.

(C) Extension of mains and services outside the City limits shall be subject to special approval of the Council and shall also be subject to all of the rules and regulations and provisions as provided herein or as may be amended. All mains, lines and equipment shall be constructed by the City and immediately become the property of the City.

(D) The above applies to mains.

17-1-15 TAMPERING WITH METER, REGULATOR AND ANY PARTS OF THE GAS SYSTEM BELONGING TO THE CITY.

(A) It shall be unlawful for any person, firm, corporation or customer to break the seal of any meter, or in any manner, to make any alterations, changes or repairs on the same or to open any mains, laterals, service pipe, stop cocks, valves or any part thereof, or otherwise tamper or attempt to do any work on either or any of them without authority of the City, or its proper authorized agent. Any person who shall violate any of the provisions of this Section, or who shall willfully or maliciously injure or damage any property connected with the Gas System of the City shall be subject to the penalty hereinafter prescribed.

(B) No customer shall be permitted to use the stop cock of the service connection for shutting off gas while making extensions, additions or repairs to the pipe. Interruption of service will be made by the City or its properly authorized employees.

(C) Tampering shall include any type of confinement, enclosure, covering over, surface sealing or changing of the environment relative to any parts of the gas system or equipment of the City. Such tampering shall become the liability of the customer who shall pay the City the actual cost of removal, repairing and/or replacing equipment or material.

17-2-4 COST CHANGE ADJUSTMENT. Any change in the cost of natural gas to the City from its pipeline supplier shall be applied to the rates for service by computations of percentage cost factor or unit cost per MCF.

17-2-5 BILLING PROCEDURES AND PROTOCOLS. The billing procedures and protocols as specified in **Chapter 38 Article II** shall be applicable to all gas customer charges and fees.

CHAPTER 18 – HEALTH REGULATIONS

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CHAPTER 18

HEALTH REGULATIONS

ARTICLE I – LOCAL REGULATIONS

18-1-1 **DEFINITIONS.** Certain terms used herein are defined as follows:

(A) **Bags.** Plastic sacks designed for refuse or yard waste with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed **thirty (30) gallons** and a loaded weight not to exceed **thirty-five (35) pounds**.

(B) **Bulky Waste.** A large appliance, piece of furniture or waste material from a residential source, other than Construction Debris, or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

(C) **Bundle.** Yard and garden trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding **three (3) feet** in length or **thirty-five (35) pounds** in weight.

(D) **City.** The City of Anna, Union County, Illinois, a municipal corporation, or the area within the corporate boundaries of the City whichever the context requires.

(E) **City Contractor.** The individual, partnership, or corporation performing waste collection and disposal under the City Customer License.

(F) **City Customers** includes residential units consisting of single-family dwellings whether or not the dwelling is separately billed for City's utilities, and also includes multiple-family units of dwellings, mobile homes, whether or not in parks or courts, and any other structure or one or more dwelling units where each unit is metered and billed by the City for the City's water and/or sewer utility services separately from other units in the same structure.

(G) **Construction Debris.** Waste building materials resulting from construction, remodeling, repair or demolition operations.

(H) **Containers.**

(1) A **reusable container** is a receptacle made of plastic, metal, or fiberglass with a capacity not to exceed **thirty (30) gallons**, a loaded weight of no more than **thirty-five (35) pounds**, a tight-fitting lid, and handles of adequate strength for lifting;

(2) A **non-reusable container** is a Bag, supra.

(I) **Curb Side.** That portion of a right-of-way for vehicular travel adjacent to a paved or traveled roadway, including an alley.

(J) **Customer.** When used without antecedent modification, includes both a City Customer and an Optional Customer.

(K) **Disposal Site.** A depository for the processing or final disposal of Waste including but not limited to sanitary landfills, transfer stations, incinerators and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

(L) **Garbage.** Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

(M) **Optional Customers.** Other residential units in multiple-unit structures (which are not metered and billed by the City for water and/or sewer utility services separate from other units in the structure) and structures in residential areas which contain "home-type" business enterprises such as barber shops, beauty parlors, offices of insurance agents, accountants, attorneys, physicians, and the like, who have applied to and accepted by the City for service from the City Contractor.

(N) **Person** includes a natural person, firm, partnership, corporation, and any other legal entity.

(O) **Refuse.** Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

(P) **Residential Unit.** A group of rooms located within a building and forming a single inhabitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, including buildings containing separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of utility billings.

(Q) **Rubbish.** Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.

(R) **Waste** includes Bulky Waste, Construction Debris, Garbage, Refuse, Rubbish and Yard Waste.

(S) **Yard Waste.** Grass clippings, leaves, branches, garden plants and flowers, weeds and other similar organic waste as the result of the cultivation and maintenance of lawns, shrubbery, trees, vines and gardens.

18-1-2 **LICENSE REQUIRED.** It is unlawful for any person to conduct, engage in, maintain, operate, carry-on or manage any business or activity for which a license is required by this Article without first having obtained a license therefor.

18-1-3 **CLASSES OF LICENSES AND FEE.** Waste collection and disposition licenses and the fee therefor are:

(A) **City Customer License** for collection and disposal of waste from City Customers, which is an exclusive license of which only one will be granted;

(B) **Optional Customer License** for collection and disposition of waste from Optional Customers and persons who would be Optional Customers but for not being served by the City Contractor, with an annual fee of **Two Hundred Fifty Dollars (\$250.00)**, which is a non-exclusive license of which **five (5)** may be granted;

(C) **Commercial and Business License** for collection and disposition of waste for any and all persons, other than City Customers and Optional Customers, and includes business, commercial and industrial customers within the City, with an annual fee of **Two Hundred Fifty Dollars (\$250.00)**, which is a non-exclusive license upon which there is no limit on the number of licenses which may be granted.

18-1-4 **LICENSE APPLICATIONS.** Each application for a license hereunder shall contain:

(A) Name of applicant;
 (B) Classification of license requested;
 (C) Address of principal place of business;
 (D) Telephone number of principal place of business;
 (E) The names of the principals of the applicant, if applicant is not an individual;
 (F) The method of disposal and the disposal site(s) intended to be used;
 (G) Any additional information or documentation necessary for evaluation, including proof of any insurance contracts and performance bonds required, and a draft for the amount of the license fee.

18-1-5 **INDEMNITY.** Each Licensee shall in its application, agree to indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from a willful or negligent act or omission of the licensee, its officers, agents, servants and employees in its performance of services including those resulting from any proceeding by the Illinois Environmental Protection Agency arising out of licensee's collection or disposal of yard waste pursuant to its license; provided, however, that the licensee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

18-1-6 INSURANCE. Each licensee shall, unless higher limits are required by the corporate authorities of the City Contractor or a provider of services for hazardous waste, maintain in full force and effect, throughout the term of its license and throughout any extension or renewal thereof, the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Illinois; prior to the commencement of work the licensee shall furnish the City with certificates of insurance that such insurance has been produced and is in force, which policies shall not thereafter be canceled, permitted to expire, or be changed without **thirty (30) days** written notice to the City.

18-1-7 CONTRACT FOR CITY CUSTOMER LICENSE. The grantee of the City Customer License shall enter into a Contract with the City.

18-1-8 LICENSE NON-TRANSFERABLE. A license issued hereunder may not be assigned, sold, transferred, or used as collateral or otherwise encumbered, without the consent of the City.

18-1-9 REQUIREMENTS FOR PERSONS WITHIN CITY.

(A) Each person owning, controlling, or in possession of any premises, dwelling, business, or who is an occupant of any dwelling unit wherein more than **thirty (30) gallons** of waste is produced weekly, shall provide for collection and disposal of the waste by a licensee hereunder in a manner in which is in accordance with this Article, and the laws of the State of Illinois and the United States of America.

(B) Each person who owns, is in possession of, or controls any building, structure, vehicle, yard, lot, premises, or part thereof, is prohibited to permit same to be used, kept, maintained, or operated so as to cause any nuisance or so as to be dangerous to life or detrimental to health.

(C) Each Customer is required:

- (1) To use containers;
- (2) To place containers at curb side in compliance with this Article; and
- (3) To exclude from containers any sharp object or liquid.

18-1-10 SERVICE CHARGE. City hereby imposes a Service Charge upon and for receipt of service as a Customer to be billed and collected as follows:

(A) The amount of the Service Charge will be billed monthly upon and simultaneously with the City's utility billings, and collected simultaneously therewith; and

(B) Each Customer shall pay the Service Charge according to the rules and regulations for payment of utility bills.

18-1-11 UNLAWFUL ACTIVITIES. It is unlawful for any person:

(A) Who is a Customer to fail to comply with the requirements herein for preparation of waste for collection or to fail to pay the Service Charge for collection of waste herein imposed when due and payable;

(B) Who is not a Customer to fail to provide, at the cost and expense of that person, for collection and disposal of all waste produced and generated by that person upon any premises in the City owned, possessed or controlled by that person.

18-1-12 ENFORCEMENT. Whenever any person fails to procure a license required by this Article, or to provide for collection and disposition of waste as required by this Article, or otherwise violates any provision of this Article, the Mayor and the Chief of Police, any sworn officers of the Police Department or any other person designated by the City Council is authorized to cause appropriate action and proceeding and to be pursued, including investigation of a factual basis for any such violation, the notification of appropriate health or environmental regulation agencies, or the institution of any one or more of the remedies hereinafter provided.

18-1-13 REMEDIES. Any violation hereof:

(A) Constitutes a nuisance, and City may prohibit any such nuisance according to the law in relation to nuisance, including an equitable action for prohibitory or mandatory injunction;

(B) Constitutes a misdemeanor, as authorized by Article 1, Division 2, Paragraph 1-2-1, et seq., of the Illinois Municipal Code, punishable by:

- (1) A fine of not to exceed **Five Hundred Dollars (\$500.00)**, and upon failure to pay same, incarceration in a penal institution other than a penitentiary not to exceed **six (6) months**; and/or,
- (2) Incarceration in a penal institution other than a penitentiary not to exceed **six (6) months**; and/or,
- (3) Performance of a public service in the nature of picking-up of litter in City Parks, or along the Public Highways running through City.

18-1-14 EVIDENCE. The content of this Article, certified by the City Clerk under the Seal of the Corporation, and the pamphlet form in which it is published, are prima facie evidence of the contents, passage, and legal publication of the Article, as of the dates mentioned herein, in all courts and administrative tribunals.

(Ord. No. 2021-11; 07-06-21)

(See Section 1-1-20 for Penalties)

ARTICLE II – TRASH CONTRACT

18-2-1 ADOPTION BY REFERENCE. The municipal contract between the City and C.W.I. of Illinois an Illinois corporation is hereby included as **Exhibit "A"**. **(Ord. No. 2017-07; 07-18-17)**

EXHIBIT "A"

GENERAL SPECIFICATIONS

1. **Definitions.**

1.1 **Bags.** Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed **thirty-five (35) pounds**.

1.2 **Bin.** Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.

1.3 **Bulky Waste.** Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste is only collected during City-wide curbside cleanups, as identified in **Exhibit "C"**.

1.4 **Bundle.** Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding **four (4) feet** in length or **thirty-five (35) pounds** in weight.

1.5 **City.** City of Anna, Illinois.

1.6 **Container for Garbage, Rubbish and Yard Waste Collection.** A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed **thirty-five (35) pounds**.

1.7 **Container for Recycling.** A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed **thirty-five (35) pounds**.

1.8 **Commercial and Industrial Refuse.** All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.9 **Construction Debris.** Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.10 **Disposal Site.** A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.11 **Excluded Waste.** Excluded Waste is all Yard Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.

1.12 **Garbage.** Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.13 **Hazardous Waste.** A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or

characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.14 **Institutional Solid Waste.** Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.15 **Large Commercial and Industrial Unit.** All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of the City that are not classified as a Residential Unit or Municipal Facility.

1.16 **Large Dead Animals.** Animals or portions thereof equal to or greater than **ten (10) pounds** in weight that have expired from any cause, except those slaughtered or killed for human use.

1.17 **Multi-Family.** The term multi-family shall refer to all residential dwelling units of more than **one (1) unit** considered to be condominiums, apartment houses or grouped housing.

1.18 **Municipal Facilities.** Means only those specific municipal locations as set forth on Exhibits "F" and "H" of this Contract.

1.19 **Offal Waste.** Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.20 **Producer.** An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 **Recycling.** The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 **Recyclable Materials.** The following items are classified as Recyclable Materials under this Contract:

- A. Glass – Clean unbroken glass containers, bottles/jars; provided it is deposited in separate container to be used for glass recycling.
- B. Cans – Clean aluminum, tin/steel containers.
- C. Newspaper – Clean, dry, unsoiled newspaper.
- D. Plastic – PETE & HDPE containers (milk jugs & soft drink containers).

1.23 **Residential Unit.** A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than **four (4) families**. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of **four (4)** or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.24 **Rubbish.** All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 **Small Dead Animals.** Animals or portions thereof less than **ten (10) pounds** in weight that have expired from any cause, except those slaughtered or killed for human use.

1.26 **Solid Waste.** Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial wastewater effluents which are not acceptable for disposal in sanitary sewage treatment system, or any material included in the definition of Excluded Waste.

1.27 **Special Waste.** Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- A. Waste generated by an industrial process or a pollution control process;
- B. Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- C. Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- D. Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- E. Waste which may contain free liquids and requires liquid waste solidification;
- F. Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- G. Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- H. Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- I. Waste containing naturally occurring radioactive material (NORM) and/or technologically enhanced NORM (TENORM); and
- J. Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.28 **Stable Matter.** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.29 **Waste Material.** All nonhazardous, Solid Waste (including Garbage, Rubbish, and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 **Vegetable Waste.** Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 **Yard Waste.** Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.

2. **Scope of Work.**

2.1 **General.** The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents.

2.2 **Work Not Covered by Contract.** The work under this Contract does not include:

- A. the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- B. the collection or disposal of Excluded Waste materials;
- C. the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the City.

2.3 **Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units.** Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

2.4 **Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities.** Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g., collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3. **Collection Operations – General Provisions.**

3.1 **Location of Containers, Bags and Bundles for Collection.** Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 **Hours of Operation.** Collection of Waste Material shall not start before **5:00 A.M.** or continue after **8:00 P.M.** on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determined that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 **Routes of Collection.** Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least **two (2) weeks** in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week for Solid Waste and once every other week for Recyclable Materials.

3.5 **Complaints.** All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within **one (1) business day** after the complaint is received.

3.6 **Collection Equipment.** The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.7 **Office.** The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from **8:00 A.M. to 5:00 P.M.** on regular collection days.

3.8 **Hauling.** All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 **Disposal.** All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.10 **Delivery.** All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 **Notification.** The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.12 **Point of Contact.** All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General manager or Operations Manager.

3.13 **Litter or Spillage.** The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4. **Basis of Prices and Method of Payment.**

4.1 **Waste Materials Collection and Disposal Rates.** The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on **Exhibit "C"** and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.

4.2 **Recyclable Materials Collection and Disposal Rates.**

- A. **Residential Units and Municipal Facilities.** The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on **Exhibit "C"**, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.
- B. **Disposal Costs.** If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the City shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.
- C. **No Other Costs.** Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 **City to Act as Collector.** The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

4.4 **Delinquent and Closed Accounts.** The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

4.5 **Contractor Billings to City.** The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within **ten (10) days** following the end of the month and the City shall pay the Contractor on or before the **fifteenth (15th) day** following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: (a) the greater of **Five Dollars (\$5.00)** or **one and one-half percent (1.5%)** per month or portion thereof; or (b) the maximum allowed by law, if less than (a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

4.6 **Audit.** The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily

activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within **ninety (90) days** of any such audit request from the City.

4.7 **House Count.** The Contractor and the City may conduct an annual house count for purposes of insuring that all Residential Units are accounted for, and that payment and billing reflect the proper house count figures.

5. **Compliance with Laws.** The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

6. **Non-Discrimination.** Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. **Risk Allocation.**

7.1 **Contractor.** Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 **City.** City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

8. **Licenses and Taxes.** The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

9. **Force Majeure.** Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

10. **Assignment of Contract.** Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

11. **Exclusive Contract.** The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the City to Residential Units covered by this Agreement.

12. **Title; Excluded Waste.**

12.1 **Title.** Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability or any Excluded Waste shall at no time pass to Contractor.

12.2 **Excluded Waste.** If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such

Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. **Termination of Contract.**

13.1 **Termination by the City.** In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least **thirty (30) days** (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

13.2 **Termination by Contractor.** In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least **thirty (30) days** (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14. **Contractor's Property.** All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

15. **Newly Developed Areas.** Contractor will, within **thirty (30) days** of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16. **Miscellaneous Terms.**

16.1 **Damage to Property.** Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.

16.2 **Affiliates.** Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.3 **Confidentiality.** Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

16.4 **No Guaranties or Liquidated Damages.** Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.

16.5 **Intellectual Property.** No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

16.6 **Binding Effect.** This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.7 **Severability.** If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.8 **No Waiver.** The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.9 **Governing Law.** This Contract shall be interpreted and governed by the laws of the state where the work is performed.

16.10 **Entire Agreement.** This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 **Attorneys' Fees.** If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

16.12 **Community Project Funding.** Republic will contribute up to **Five Thousand Dollars (\$5,000.00)** annually to the City for community projects as identified by the City. The City will provide Republic with an accounting of the funds used for community projects on an annual basis.

EXHIBIT "B"**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Worker's Compensation

Coverage A	Statutory
Coverage B – Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT "C"

CONTRACTOR'S PROPOSAL/PRICING

Residential Rates:

October 1, 2017 – September 30, 2018:	\$14.98
October 1, 2018 – September 30, 2019:	\$15.43
October 1, 2019 – September 30, 2020:	\$15.89
October 1, 2020 – September 30, 2021:	\$16.37
October 1, 2021 – September 30, 2022:	\$16.86
October 1, 2022 – September 30, 2023:	\$17.37
October 1, 2023 – September 30, 2024:	\$17.89

Municipal Facilities: The following Municipal Facilities will receive weekly trash service at no charge.

- Cemetery – 4 yd. 1x wk
- City Hall/Fire Dept. – 4 yd. 1x wk
- City Hall (glass recycling) – 8 yd. (emptied upon request)
- Maintenance Bldg. – 8 yd. 1x wk
- City Garage – 8 yd. 1x wk
- Sewer Plant – 4 yd. 1x wk
- City Pool – 6 yd. 1x wk
- City Park – 8 yd. 1x wk
- City Park – 10, 96g trash totes 1x week

City-Wide Clean Up: Contractor will provide four (4) curbside cleanups each year. The clean-ups will be held on dates mutually agreed upon by the City and Contractor.

CHAPTER 19 – LABOR CONTRACTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<i>I</i>	<i>LABORER’S INTERNATIONAL UNION CONTRACT</i>	
	<i>Section 19-1-1 - Laborer’s International Union</i>	<i>19-1</i>
<i>II</i>	<i>PATROL OFFICERS</i>	
	<i>Section 19-2-1 - Patrol Officers Labor Agreement</i>	<i>19-1</i>
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	<i>Addendum "B" - FOP Labor Council Agreement</i>	<i>19-23</i>

CHAPTER 19

LABOR CONTRACTS

ARTICLE I – LABORER’S INTERNATIONAL UNION CONTRACT

19-1-1 LABORER’S INTERNATIONAL UNION. The collective bargaining agreement between the City and the Laborer’s International Union of North America and Laborer’s Local 773 is hereby included by reference in **Addendum “A”**. **(November 18, 2018)**

ARTICLE II – PATROL OFFICERS

19-2-1 PATROL OFFICERS LABOR AGREEMENT. The Collective Bargaining Agreement between the City of Anna and the Union County Lodge #201 and the Illionis Fraternal Order of Police Labor Council is hereby included bny reference in **Addendum “B”**. **(April 13, 2020)**

ADDENDUM "A"

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF ANNA, UNION COUNTY, ILLINOIS
AND
THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, THE SOUTHERN AND CENTRAL
ILLINOIS LABORERS' DISTRICT COUNCIL, AND
LABORERS' LOCAL 773

OCTOBER 26, 2018 THROUGH APRIL 30, 2023

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 - PARTIES TO AGREEMENT

This Collective Bargaining Agreement made and entered into by and between the City of Anna, Illinois, hereinafter referred to as the "City" and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773 hereinafter referred to as the "Union".

ARTICLE 2 – COVERAGE OF BARGAINING UNIT

Section 1. This Agreement covers the Bargaining Unit described in the Certification of Representative in Case No. S-RC-87-68 by the Illinois State Labor Relations Board, which stated:

Included:

All full and regular part-time employees of the City of Anna in the Water, Sewer, Gas, Park, Cemetery, and Street and Alley Departments, including clerical and maintenance employees.

Excluded:

Supervisors, managers, guards, and all other employees excluded by the Act.

By this Agreement, it is hereby clarified and agreed that temporary employees are excluded from coverage of this Agreement.

Section 2 – Part-Time Employees (1000 Hours Annual). A part-time (1000hr) annual employee is a person whom the City may hire to work in any department of the City performing any work assigned by the City, whether or not it be the same work being performed by a member of the Bargaining Unit; provided, that the person not be employed by the City for an aggregate of no more than **one thousand (1,000) hours** during any calendar year and not to be paid a scale equal to or greater than the Bargaining Unit. There is not limit on the number of part-time (1000hr) annual employees the City may employ.

Section 3 – Full-Time/Part-Time Employees (1500 Hours Annual). A full-time/part-time (1500hr) annual employee is a person whom the City may hire to work in any department of the City, performing any work assigned by the City, whether or not it be the same work being performed by a member of the Bargaining Unit; provided, that the person not be employed by the City for an aggregate of more than **one thousand five hundred (1,500) hours** during any calendar year and not be paid a scale equal to or greater than the Bargaining Unit. There is a limit of **eight (8)** Full-Time/Part-Time (1500hrs) annual employees the City may employ. Any person employed as an employee who works more than **one**

thousand five hundred (1,500) hours within any calendar year shall become a member of the Union or contribute a fair share for representation by the Union, and shall commence receiving the wages and benefits herein provided for the members of the Bargaining Unit for the wage classification appropriate to the nature of the work being performed by the employee.

Section 4 – Part-Time Employees (1000 Hours Annual). Any part-time employee (1000hr) annual may be hired for any number of hours per day, any number of hours per week, without any benefits, and for any wage; provided the wage is no more than **sixty percent (60%)** of the wage paid to a probationary Full-Time employee provided under this Collective Bargaining Agreement.

Section 5 – Full-Time/Part-Time Employees (1500 Hours Annual). Any full-time/part-time (1500hr) annual employee may be hired for any number of hours per day, any number of hours per week, with limited benefits, and for any wage; provided the wage is no more than **sixty-five percent (65%)** of the wage paid to a probationary Full-Time employee under this Collective Bargaining Agreement.

Section 6. The City shall enter into written contracts with part-time employees annual and full-time/part-time employees (1500hrs) annual in the form and with the content as prescribed on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein.

Section 7. Members of the Bargaining Unit shall be given the first opportunity to perform what has traditionally and is established by past practice to be "overtime work" performed by members of the Bargaining Unit.

ARTICLE 3 – PROBATIONARY PERIOD

An employee is a probationary employee for the first **one hundred eighty (180) calendar days** of employment and has no seniority rights, except that after the first **one hundred eighty (180) calendar days** of employment, seniority shall date from the first day of employment. A probationary employee may be laid off, discharged, or transferred, as exclusively determined by the Employer and neither the probationary employee nor the Union may file grievances over such action.

ARTICLE 4 – RECOGNITION

Section 1. The City has recognized the Union as the exclusive bargaining representative for the employees covered by this Agreement as certified by the ILSRB in case #S-RC-87-68.

Section 2. All present employees who are or become members of the Union shall have the right to remain members of the Union.

All present employees who are not members of the Union shall have the right to become and remain members of the Union and all employees who are hired hereinafter shall have the right to become and remain members of the Union.

ARTICLE 5 – DUES CHECK OFF

All dues, initiation fees, fair share fees, and assessments levied by the Union on the employees covered by this Agreement shall be checked off from the wages of such employees once each month except delinquent dues and initiation fees shall be checked off weekly and remitted by the City to the Secretary of the said Union. The check off, however, is to apply only to such employees covered by this Agreement who authorize the City in writing to so check off. If an employee or employees should at any time contend that the City acted wrongfully or illegally in making a check off for dues, initiation fees, fair share

fees, or assessments, the Union will defend and protect the City against expenses, repayments or losses on account of such contention.

An authorization form allowing the City to make deductions for dues, initiation fees, and assessments will be signed and dated by all employees.

The form to be used can be found in Appendix "D", of this Collective Bargaining Agreement.

ARTICLE 6 – RESIDENCY

Each employee covered by this Agreement is required to reside in any area which is within a **thirty (30) minute drive**, at applicable speed limits, from the corporate limits of the City.

ARTICLE 7 – SENIORITY

Section 1. Definition of Seniority. Seniority is computed from the date the employee was last hired. Seniority and performance rating and/or job qualifications shall receive equal consideration for promotions, advancements, vacancies, overtime, layoffs and re-employment. This only applies to full-time/part-time (1500hrs) annual and full-time employees.

Section 2. Termination of Seniority. Seniority is terminated by voluntary severance of employment, by discharge for just cause, by absence or layoff in excess of **twenty-four (24) months**, by failure to report for work on or prior to the expiration of an approved leave of absence, by failure of an employee to report to work after a layoff within **five (5) days** after being notified by registered letter or telegram by the City at the employee's last known address as shown by the records of the City, unless the employee had obtained permission from the City to report at a later date.

Section 3. The City shall maintain a current seniority list and provide it to the Union Steward upon request; a list of current members of the Bargaining Unit, in the order of seniority, is attached as Exhibit "A".

ARTICLE 8 – PERSONNEL FILE

An official personnel file for each employee shall be maintained by the Employer at a central location. Each employee shall provide the Employer with his current telephone number and address.

Employees shall have the right to review the contents of their official personnel files as provided in the Illinois Personnel Review Act.

ARTICLE 9 – VACANCIES

Section 1. A vacancy occurs in any job or position when the employment of the person holding that job or position is terminated by whatever means, and in the event that the vacancy decreases the number of full-time employees in the Bargaining Unit to less than **seventeen (17)** employees, then the City is required to fill the vacancy according to the following procedure:

- (A) The City first shall give to full-time members of the Bargaining Unit the first right to bid for any such position by posting the notice of the vacant position next to the time clock, which notice shall remain posted for **five (5) days** during which time any member of the Bargaining Unit may place or cause their name to be placed on the bid list.

- (B) The notice shall remain posted for a period of **five (5) days**, after the expiration an employee shall not be allowed to sign the bid list nor shall any grievance be considered, provided the City has followed the above requirements for bidding.
- (C) At the end of the **five (5) day** posting period, the position will be awarded in accordance with Article 7, Section 1 of this Agreement.
- (D) Any employee who is awarded a bid position shall serve the trial period of **forty-five (45) calendar days**, during which period if the employer finds any employee found to be unable to fill the position, he/she shall be returned to a vacant position.
If, during the first **five (5) days** of the trial period, an employee decides he/she is not suited for the position, he may return to his previous position.
- (E) If no full-time employees bid the position, the full-time/part-time (1500hrs) employees may bid for the position.
- (F) If the position remains unfilled following the bidding procedure outlined above, then the position will be advertised to the general public.

Section 2. A temporary vacancy occurs when an employee holding a position:

- (A) Is or is to be off work for more than **one (1)** full workweek; and,
- (B) Is not taking time off work on account of exercise of contractual vacation time, holiday time, or personal days, or any combination thereof.

Section 3. When a temporary vacancy occurs and in the event the City Council determines the need to fill such temporary vacancy, then the City shall appoint a member of the Bargaining Unit on the basis of seniority to fill such temporary vacancy, to serve for the period of the temporary vacancy in full workweek increments and to be paid at the rate applicable to the position being temporarily filled.

Section 4. The obligation of the City to maintain employment of **seventeen (17) members** in the Bargaining Unit is modified if, and only if, the following conditions occur:

- (A) Except as provided in Article 34 of this Agreement, the City sells and transfers all right, claim, title and interest in and to its natural gas distribution system to an entity which is completely separate and independent from the City, pursuant to a procedure substantially in accordance with its Ordinance No. 97-2; and,
- (B) After the effective date of the sale and transfer of the system, vacancies occur in the Bargaining Unit as a result of the cessation of employment of any then-current members of the Bargaining Unit resulting from resignation, retirement, death, or involuntary termination resolved under Article 9 Dispute Resolutions and Grievance Procedure; then, the City is not obligated to fill either the first vacancy to occur or the second vacancy to occur, provided that under no condition or circumstances shall the number of employees in the Bargaining Unit be less than **fifteen (15)**.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

Section 1. Employee Discipline. The Employer shall not discipline or discharge any post-probationary employee without just cause and shall not harass or discriminate against employees who grieve disciplinary action imposed. The Employer further agrees that disciplinary action shall be in a timely fashion and shall recognize that disciplinary action shall be appropriately documented and filed in the employee's central personnel files and not other working files maintained by other management staff.

Section 2. Corrective Discipline. The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Union agrees that serious offenses may justify severe discipline without the necessity of prior warning or attempts at progressive or corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action shall not prohibit the Employer from imposing discipline, which is commensurate with the offense, up to, and including discharge.

Discipline may be imposed pursuant to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's central personnel file.
- (B) Written reprimand with copy of such maintained in the employee's central personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's central personnel file.
- (D) Discharge with documentation of such maintained in the employee's central personnel file.

Section 3. Manner of Discipline. The Employer shall do whatever acts necessary and reasonable, when imposing disciplinary action or counseling an employee, in order to avoid unnecessary embarrassment to the employee.

Section 4. In the event disciplinary action is taken against an employee, the Employer shall promptly furnish written notice to the employee, which shall clearly and concisely state the reasons for such discipline. Copy of such written notice shall be maintained in the employee's central personnel file.

ARTICLE 11 – DISPUTE RESOLUTIONS AND GRIEVANCE PROCEDURE

Section 1. The following are steps in the grievance procedure [Step Three through Step Seven of which are to be documented in writing].

Step One. The employee orally informs the Supervisor of circumstances of grievance and relief or adjustment requested.

Step Two. Supervisor orally responds to Employee.

Step Three. Union presents to the City Administrator the grievance stating the date of the occurrence or circumstances, the pertinent Article and Section of this Agreement, and the relief sought.

Step Four. City Administrator responds to Union.

Step Five. Union submits the grievance to City Council.

Step Six. The Council responds to Union.

Step Seven. Either party may then request arbitration under and pursuant to the Illinois Public Labor Relations Act.

Section 2. Time Limitation. The time period between each Step, commencing with the time of the occurrence of the event giving rise to the grievance, is **fifteen (15) calendar days** excluding the date of the occurrence and excluding the date of the notice, filing, or response, whichever is appropriate, and unless that time period is mutually extended, failure of compliance automatically bars the grievance.

Section 3. Joinder of Dues and Employees. Only one subject matter may be covered in any one grievance. A grievance may be filed on behalf of **two (2)** or more employees only if the same subject matter and remedy apply to all employees filing the grievance.

Section 4. Discussion Meetings. The employee, the Union, or the City, or any of its representatives may at any point during the procedure request a meeting to discuss the grievance and attempt resolution.

Section 5. Settlement. At any time in which a grievance is settled, the settlement shall be memorialized in writing signed by the employee, the Union, and a representative of the City. The

settlement of a grievance shall not constitute either a precedent for any future grievance or a modification, amendment, or interpretation of this Agreement.

Section 6. Withdrawal. A grievance may be withdrawn at any step, and withdrawal shall not constitute a determination of the merit of the grievance.

ARTICLE 12 – MANAGEMENT RIGHTS

The City retains the sole right to operate municipal government, including the Cemetery Department, the Park System, the Street Department, the Gas System, the Waterworks and Sewage System, and the City Hall Clerical Staff [hereinafter "the relevant departments"], and all management rights necessary and incidental thereto, whether through the City Council, its respective Commissioners, the City Administrator, the Public Works Manager, or the Superintendent of any of said departments and systems, which rights, without limiting the generality of the foregoing, include the right, power and authority:

- (A) To exercise all rights, powers and authority delegated to the City in and by the Illinois Municipal Code and all rights, powers and authority necessary and incidental thereto for the performance of all operations of the governmental and proprietary functions of the municipality;
- (B) To determine, approve, pass and regulate the expenditures made or to be made under and by virtue of the City's Budget Ordinance and Tax Levy Ordinance, and periodically to review the City's financial position from time to time and to regulate and control the assets, property, income and expenditures of municipal government;
- (C) To establish, modify, and enforce all reasonable rules, regulations and schedules of and for work to be performed by each employee of the City;
- (D) To hire, promote, transfer, schedule, assign, lay off, recall, and determine the hours of work, the wages of work, and the benefits of all employees, and to create, combine, modify, and eliminate positions of employment by and within the government of the municipality; provided, that the members of the Bargaining Unit currently employed by the City whose name appear on the Seniority List attached hereto as Appendix "A" shall be neither laid off nor shall either the workday or the workweek be reduced or changed at any time during or throughout the term of this Agreement, as precluded by the Job Security provisions in Article 13 Job Security.

ARTICLE 13 – JOB SECURITY

The City agrees to secure the jobs of the current employees in the Bargaining Unit of the Union by agreeing that, for the term of this Agreement, the City shall neither lay off nor reduce or change either the workday or the workweek of any current member of the Bargaining Unit; provided, that vacancies in the Bargaining Unit shall be filled as provided in Article 9.

ARTICLE 14 – WORKDAY, WORKWEEK, OVERTIME AND ON-CALL TIME

Section 1. The workday is for a duration of **eight (8) hours** assigned during the period of **7:00 a.m. and 6:00 p.m.** for City Hall Employees, and commencing at **7:00 o'clock a.m.**, and ending at **4:00 o'clock p.m.**, for employees working in all other wage classifications; provided, that all employees are entitled to a break from working for **fifteen (15) minutes** during each morning and **fifteen (15) minutes** each afternoon, in each workday.

Section 2. The workweek is for duration of **forty (40) hours** commencing on Monday and ending on Friday for **five (5) consecutive days**.

Section 3. The City shall pay wages for work performed in each workday during each workweek at the regular rate of pay; the City shall pay Overtime for work performed at any other time, except as provided in Article 18 Vacations.

Section 4. Overtime.

- (A) Is defined as any time, which is not within, or is in excess of, any workday or any workweek, and includes work performed upon being called to work while serving On-Call Time, in addition to On-Call Time compensation;
- (B) Is calculated based upon the actual time spent performing the work;
- (C) Shall be paid at the rate of **one and one-half (1 ½) times** the hourly rate stated in Article 30, whether taken in cash or compensatory time-off work. The employees shall be paid in cash; provided, that any employee may, in her or his discretion, elect to be paid in compensatory time off work, which may be taken at such times as are mutually agreed upon between the employee and his or her supervisor. The employees may accrue and maintain a maximum of **ninety-six (96) hours** of compensatory time.

The employees of any department who are required to be on-call on the weekend shall be compensated in the same manner as the employees covered in Article 15.

ARTICLE 15 – ON-CALL

- (A) Is for a period of time, which commences at **4:00 p.m.**, on Friday and extends through **7:00 a.m.**, on Monday;
- (B) Requires that the City provide the employee who is on-call with a cellular telephone;
- (C) Requires that the employee who is on-call respond to the call within **thirty (30) minutes**;
- (D) When the City requires employees to be on-call for the weekends, they will be compensated as follows:

First year of contract	\$100.00
Second year of contract	\$100.00
Third year of contract	\$100.00
Fourth year of contract	\$100.00
Fifth year of contract	\$100.00

In addition, the employee shall be compensated at the appropriate rate of pay for a minimum of **two (2) hours** (per day) work when called out.

It is agreed that the required on-call hours are **two (2) twenty-four (24) hour** periods commencing at **12 o'clock midnight** on Friday until **12 o'clock midnight** on Saturday and **12 o'clock midnight** on Saturday until **12 o'clock midnight** on Sunday.

- (E) When an employee is called out and determines that assistance is needed, he should contact the Public Works Manager, who may call further employees to assist in correcting the problem.

ARTICLE 16 – MATERNITY LEAVE

An employee shall be allowed up to **eight (8) weeks** maternity leave. When both husband and wife are employees, only **one (1)** spouse is entitled to maternity leave. Such leave shall be unpaid.

ARTICLE 17 – LEAVE OF ABSENCE

An employee may request and the employer may consider granting unpaid leave of absence by mutual agreement of the parties.

ARTICLE 18 – VACATIONS

Each employee having completed the following years of service shall be entitled to the following hours of vacation with pay:

Beginning 1 year of service	40 hours of vacation
Beginning 2 years of service	80 hours of vacation
Beginning 7 years of service	120 hours of vacation
Beginning 12 years of service	180 hours of vacation
Beginning 17 years of service	200 hours of vacation

On or before **March 1** of each year, the Employer shall post a vacation sign-up sheet for each department. Employees in that department shall select those weeks or days during the upcoming fiscal year they wish for their accrued vacation leave. During the first **thirty (30) days** the list is posted, seniority, as defined by this Agreement, shall determine which employee within a department shall be entitled to a particular time period. Seniority shall be determinative for not more than **one hundred twenty (120) hours** of vacation. After this **thirty (30) day** period, vacation shall be scheduled on a first-come, first-serve basis, and seniority shall not be determinative.

All full-time employees hired after **May 1, 2010** shall be entitled to **seventy percent (70%)** of the vacation listed above.

All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** of the vacation listed above.

ARTICLE 19 – HOLIDAYS

Section 1. The following holidays are recognized for the period from **May 1, 2015**, to **April 30, 2020**:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

Section 2. An employee is entitled to a day off work and to be paid for **eight (8) hours** at the employee's regular rate of pay for each holiday.

All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** pay of the full-time scale for all holidays listed above.

Section 3. If an employee is required to work on a holiday, then in addition to the pay prescribed in Section 2, the employee shall be paid at the rate of **two (2) times** the employee's regular rate of pay for each hour or fraction thereof worked on a holiday.

All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** of the full-time scale for all holidays listed above.

Section 4. Employees covered by this Agreement shall receive holiday overtime pay on the actual holiday as shown on the calendar, and not the day off recognized by the City unless the days are the

same. If an employee is required to work on a holiday, then in addition to the pay prescribed in Section 2, the employee shall be paid at the rate of **two (2) times** the employee's regular rate of pay for each hour or fraction thereof worked on a holiday.

ARTICLE 20 – PERSONAL DAYS

Each employee covered by this Agreement shall be allowed **twenty-four (24) hours** of personal days. These days shall not be charged to sick leave. No personal days may be taken by an employee while serving the probationary period.

All full-time employees hired after **May 1, 2010** shall be entitled to **twenty-four (24) hours** of personal time.

All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** of the personal time.

ARTICLE 21 – JURY DUTY

An employee who is called for jury duty shall be compensated at the regular rate of pay unless jury fees are received. Written evidence of the amount of the jury fees received shall be given to the City as soon as received.

ARTICLE 22 – FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the employee shall be allowed **three (3) days** of paid funeral leave.

Immediate family shall mean the death of a spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or legal guardian.

ARTICLE 23 – SICK LEAVE

Sick leave for an employee shall consist of **ninety-six (96) hours** per year. When taking sick leave, certification from medical personnel shall be given after **three (3) days** absence. An employee who ceases employment shall be paid for **seventy-five percent (75%)** of any unused sick leave hours up to **four hundred (400) hours**. Sick leave may accumulate. All full-time employees hired after **May 1, 2010** shall be entitled to **ninety-six (96) hours** of sick time. All full-time/part-time employees shall be entitled to **sixty-five percent (65%)** of the sick time.

ARTICLE 24 – UNION RIGHTS

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Steward. The Business Manager shall appoint a Steward who shall assist an employee presenting a grievance. The Steward shall be the recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee; however, the Steward shall be given reasonable time off to conduct Union business.

Section 2. Delegate. Any employee chosen as a delegate to a State or National Conference will, upon written request from the employee, approval from the Union and submitted to the City with at least **fourteen (14) days** notice, be given a leave of absence with pay for the period of time required to attend such conference. This period is not to exceed **one (1) week**.

Section 3. Negotiating Team. Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 25 – SUBCONTRACTING OUT WORK

The parties agree that the decision to enter into contracts to subcontract out work is a right expressly reserved to the Employer.

ARTICLE 26 – HEALTH INSURANCE

Section 1. Medical Insurance. The Employer's present health insurance program covering all employees and their families shall continue in effect. The Employer agrees to maintain the insurance with no substantial reduction in the level of benefits below that are in place as of the effective date of this Agreement. If, for whatever reason, the level of benefits is substantially reduced, the terms of this Article shall be reopened for negotiations midterm:

Full-time/part-time employees are not eligible for family coverage.

If an employee elects single coverage the employee shall contribute the following:

May 1, 2018

\$40.00 per month

May 1, 2019

\$45.00 per month

May 1, 2020

\$50.00 per month

May 1, 2021

\$55.00 per month

May 1, 2022

\$60.00 per month

If an employee elects family coverage, the employee shall contribute the following:

May 1, 2018

\$260.00 per month

May 1, 2019

\$270.00 per month

May 1, 2020

\$280.00 per month

May 1, 2021

\$290.00 per month

May 1, 2022

\$300.00 per month

ARTICLE 27 – RETIREE HEALTH INSURANCE

Section 1. Purpose. It is the City's desire to provide continuing health insurance to full-time employees and their families who are or become eligible for retirement benefits pursuant to their respective pension programs. And, while the City recognizes that differences exist between the varying pension plans and/or programs in which the City employees participate, the City hereby adopts and implements this Retiree Health Insurance Program which provides identical eligibility standards for all City employee, regardless of their differing pension requirements.

Section 2. Minimum Eligibility Requirements. If a full-time employee meets all of the following minimum requirements, he/she will be considered eligible for Retiree Health Insurance as offered by the City of Anna, Illinois:

- (A) The employee must be age **fifty (50)** or older upon making the election to receive Retiree Health Insurance coverage; and
- (B) The employee must have completed **twenty (20) years** of Pension service time with the City, and
- (C) The employee must be immediately eligible to begin receiving pension payments pursuant to their respective pension systems; and
- (D) The employee must have participated in and been covered by the City's health insurance program for full-time employees for at least **twenty-four (24) consecutive months** prior to participation in the Retiree Health Insurance Program.

Section 3. Other Requirements.

- (A) The employee must have participated in and/or carried family coverage in the City's health insurance program for full-time employees for at least **twenty-four (24) consecutive months** prior to participation in the Retiree Health Insurance Program in order to obtain/retain family coverage pursuant to said program.
- (B) The employee must sign an irrevocable statement of retirement and an irrevocable election for Retiree Health insurance at the time of his/her retirement. If coverage is declined by the employee at the time of retirement or should the employee, at any time, fail to keep current his/her coverage in the Retiree Health Insurance Program, then that employee shall be prohibited from re-entering or applying for readmission to the program.
- (C) Therefore, in order to maintain common requirements in the retirement health insurance program, the City also agrees to participate in the IMRF early-buyout program. Recognizing that the Illinois Municipal Retirement Fund (IMRF) pension systems currently allows for retirees to retire at **fifty (50) years** of age if that retiree is eligible for and participates in the IMRF early-buyout program. Early retirees who have been accepted into and are participating in the IMRF early retirement program shall be eligible for and allowed to participate in the City's Retiree Health Insurance Program, conditioned upon all other terms, conditions and/or requirements, as specified herein, being fully complied with by said employee/retiree.

Section 4. Termination of Participation. Participation by the employee/retiree in the Retiree Health Insurance Program shall terminate when the covered employee/retiree becomes eligible for Medicare and/or any other federal health insurance program.

Section 5. Continuation of Spousal Coverage.

- (A) Those spouses of employee/retirees who participated in and were covered under the family coverage in the Retiree Health Insurance Program when the employee/retiree dies/expires may

continue participation in the program until said surviving spouse is **sixty-five (65) years** or is eligible for Medicare or other similar federal health insurance program, which first occurs.

- (B) Spousal coverage terms, conditions and/or requirements may be subject to change and/or modification so as to meet any and all subsequently adopted state or federal pension requirements as mandated and/or required by law.

Section 6. Program Benefits. The coverage and benefits offered pursuant to the Retiree Health Insurance Program shall be identical to those offered and as set forth in the City's collective bargaining agreements as negotiated from time to time and which are in effect.

Section 7. Program Costs. The payments/premiums to be paid by all active participants in the Retiree Health Insurance Program shall be identical to those made and/or required of full-time employees pursuant to the City's collective bargaining agreements as negotiated from time to time and which are in effect.

Section 8. Exclusion From Collective Bargaining Agreements. The adoption, offering and operation of the Retiree Health Insurance Program shall be outside of the requirements, terms and conditions of any collective bargaining agreement which currently exists or which may be negotiated by and between the City, its employees and/or their labor representatives.

Section 9. Health Insurance Committee Representation. At least **one (1)** retired employee who is currently participating in the Retiree Health Insurance Program shall be a member of the City's Joint Health Insurance Committee which annually convenes and makes recommendations to the City Council as to the preferred health insurance coverage to be undertaken by the City for its employees and henceforth, its retirees.

Section 10. Effective Date.

- (A) The establishment and operation of the Retiree Health Insurance Program for the City shall begin on **May 1, 2009**.
- (B) City employees retiring prior to the effective date of this program shall not be eligible for Retiree Health Insurance Program benefits.

ARTICLE 28 – IMRF

Employer and the employees and the full-time/part-time (1500hr) employees covered by this Agreement agree to participate in the Illinois Municipal Retirement Fund.

The parties agree to be bound by the rules and regulations as established by the Illinois Municipal Retirement Fund.

ARTICLE 29 – CREDIT UNION

Deductions for investment or payment to be sent to the ASH Employees Credit Union shall be granted upon written authorization by the employee. The authorization form should contain the individual's account number, amount to be deducted each period, the beginning and ending days for the deduction to be sent, and the signature of the employee authorizing each deduction.

ARTICLE 30 – LABOR MANAGEMENT MEETINGS

The Mayor or his/her designee shall meet on an as-needed basis with a representative of the bargaining unit selected by the Union to discuss and resolve problems of mutual concern. Grievance will not be discussed at such meetings.

The meetings shall be scheduled at a time, place and date mutually agreed upon. An employee will not lose pay for attending such meetings.

ARTICLE 31 – GROSS WAGES

Section 1. The City agrees to pay gross wages to employees in the following classifications according to the following rates of pay stated in hourly rates [herein the "regular rate of pay"]; commencing on:

Full-Time Employees Hired Before May 1, 2010

	<u>May 1 2018</u>	<u>May 1 2019</u>	<u>May 1 2020</u>	<u>May 1 2021</u>	<u>May 1 2022</u>
Foreman	\$26.03	\$26.73	\$27.43	\$28.13	\$28.83
Laborer	\$24.84	\$25.54	\$26.24	\$26.94	\$27.64
Clerical	\$23.75	\$24.45	\$25.15	\$25.85	\$26.55

Full-Time Employees Hired After May 1, 2010

	<u>May 1 2018</u>	<u>May 1 2019</u>	<u>May 1 2020</u>	<u>May 1 2021</u>	<u>May 1 2022</u>
Foreman	\$19.06	\$19.76	\$20.46	\$21.16	\$21.86
Laborer	\$18.23	\$18.93	\$19.63	\$20.33	\$21.03
Clerical	\$17.47	\$18.17	\$18.87	\$19.57	\$20.27

Full-Time/Part-time employees shall be paid at a rate of **sixty-five percent (65%)** of the above full-time employees hired before **May 1, 2010** scale.

	<u>May 1 2018</u>	<u>May 1 2019</u>	<u>May 1 2020</u>	<u>May 1 2021</u>	<u>May 1 2022</u>
Laborer	\$16.15	\$16.60	\$17.06	\$17.51	\$17.97
Clerical	\$15.44	\$15.89	\$16.35	\$16.80	\$17.26

Section 2. In addition to the gross wages covered in Section 1, employees and full-time/part-time (1500hr) employees shall receive longevity raises as follows;

After 5 years of service	an additional \$0.05 per hour
After 10 years of service	an additional \$0.10 per hour
After 15 years of service	an additional \$0.15 per hour
After 20 years of service	an additional \$0.20 per hour
After 25 years of service	an additional \$0.25 per hour

Section 3. Employees who do work in conjunction with the City's Gas System shall receive additional compensation as follows:

After completion of Phase I of Training	an additional \$450.00 per year
After completion of Phase II of Training	an additional \$450.00 per year
After completion of Phase III of Training	an additional \$450.00 per year

Section 2. In addition to the gross wages covered in Section 1, employees shall receive longevity raises as follows:

After 5 years of service	an additional \$0.05 per hour
After 10 years of service	an additional \$0.10 per hour
After 15 years of service	an additional \$0.15 per hour
After 20 years of service	an additional \$0.20 per hour
After 25 years of service	an additional \$0.25 per hour

Section 3. Employees who do work in conjunction with the City's Gas System shall receive additional compensation as follows:

After completion of Phase I of Training	an additional \$450.00 per year
After completion of Phase II of Training	an additional \$450.00 per year
After completion of Phase III of Training	an additional \$450.00 per year

Section 4. Any employee who holds a License in which the City operates off of shall receive additional compensation as follows:

Water License	an additional \$1,200.00 per year
Spraying License	an additional \$1,200.00 per year

Section 5. Employees will be paid every Friday.

Section 6.

Name	Pay Position	Title/Bid Position
Tina Sadler	Foreman	Clerical Foreman
Mike Stegle	Foreman	Gas/Water Foreman
Billy Halter	Foreman	Street Foreman
Steve Kelley	Laborer	Sewer Foreman Service Person
Caron Sullens	Clerical	General Clerk
Danyelle Meisenheimer	Clerical	General Clerk
Lauren Lence	Clerical	General Clerk
Kevin Clover	Laborer	General Laborer
Billy Sharp	Laborer	General Laborer
Dan Whiteside	Laborer	General Laborer
Lonnie Lewis	Laborer	General Laborer
Scott Cast	Laborer	General Laborer
Austin Pender	Laborer	General Laborer
Jerry Lovell	Laborer	General Laborer
Kevin Loveless	Laborer	General Laborer
Michael Roach	Laborer	General Laborer
Darren Brown	Laborer	General Laborer
Marcus Pitts	Laborer	General Laborer
Scott Wagner	Laborer	General Laborer

ARTICLE 32 – NO STRIKE – NO LOCKOUT

The Union and the employees are not to engage in any strike. The City agrees not to engage in any lockout of employees. All issues will be resolved by the Grievance Procedure as set forth in this Agreement.

ARTICLE 33 – SAVINGS CLAUSE

If any Court should hold any provision of this Agreement invalid or if any provision of this Agreement is in conflict with legal requirements, such decisions shall not invalidate the other provisions hereof.

ARTICLE 34 - LICENSE

Fees for licenses that are used to maintain the operations of the City of Anna shall be paid by the employer, except for Driver's Licenses and Chauffeur's Licenses, which shall be paid by the employee.

ARTICLE 35 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from **October 26, 2018** until **April 30, 2023**, and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least **ninety (90) days** prior to **April 30, 2023**. The parties shall first meet for the purpose of negotiating changes and modifications within **thirty (30) days** after receipt of the notice.

Should there be a **twenty percent (20%)** or greater reduction in income tax funds received from the State of Illinois after **May 1, 2016**, the City has the right to re-open Wages, Insurance and Protected Positions for negotiation.

Due to the fact these employees provide a vital and necessary service, the following procedure is hereby agreed to in the event of an impasse in contract negotiations:

Step 1: If either party declares an impasse, a joint request will be made to the Illinois Department of Conciliation and Mediation for a mediator. If at the end of **thirty (30) days** mediation has not produced an Agreement, it shall be referred to Step 2.

Step 2: A joint request shall be made for arbitration under the Illinois Public Labor Relations Act.

Arbitration is binding to the extent provided by the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the City and the Union execute this COLLECTIVE BARGAINING AGREEMENT in Anna, Union County, Illinois.

LABOR CONTRACTS ADDENDUM "A"

FOR THE EMPLOYER:
The City of Anna, Illinois

/s/ Steve Hartline
Steve Hartline, Mayor

Date 11/14/18

FOR THE UNION:
Laborers' Local 773

/s/ Robert Schroeder, Trustee
Robert Schroeder, Trustee

Date 11/10/18

Southern and Central Illinois
Laborers' District Council

/s/ Clint Taylor
Clint Taylor, Business Manager

Date 11/01/18

EXHIBIT "A"

SENIORITY LIST

Bill Halter	07-17-95
Mike Stegle	08-15-00
Michael Roach	09-11-00
Steve Kelley	04-08-02
Kevin Clover	04-22-02
Tina Sadler	06-15-05
Billy Sharp	04-03-06
Dan Whiteside	04-10-06
Lonnie Lewis	04-17-06
Scott Cast	04-09-12
Austin Pender	04-07-14
Jerry Lovell	06-01-14
Kevin Loveless	09-22-14
Danyelle Meisenheimer	06-22-15
Caron Sullens	11-23-15
Darren Brown	02-01-16
Lauren Lence	03-27-17
Marcus Pitts	11-01-17
Scott Wagner	11-01-17

EXHIBIT "B"

MEMORANDUM OF PART-TIME EMPLOYMENT CONTRACT 1000 HOURS

The City of Anna, a Municipal Corporation, contracts with the undersigned employee as follows:

- (1) Employee agrees to work for City as a Part-Time Employee, understanding that the work to be done hereunder does not constitute a permanent job or position, according to the terms hereinafter set forth;
- (2) The City agrees to hire the employee according to the terms hereinafter set forth;
- (3) The terms of this employment are:
 - (A) Employment is "at will", which means that the employment may be terminated at any time by the employee or by the City Administrator executing this Memorandum;
 - (B) Compensation will be paid at the rate of \$_____ per hour;
 - (C) Employment hereunder terminates after employee has worked 1,000 hours in current calendar year;
 - (D) After termination hereof by the terms of the preceding subparagraph, employee is ineligible to be hired according to the terms herein for any kind or nature whatsoever for City until the following calendar year;
 - (E) Employee is not assured that he or she will be rehired for the same or any other work in any fiscal year following the fiscal year in which this Memorandum is signed;
 - (F) Compensation, subject to the withholding required by law, will be paid on Friday of each week during which any work is performed;
 - (G) Employee is subject to assignment by the City Administrator signing this Agreement or the Supervisor of the Department in which employee is assigned by City Administrator, and the days and hours of work each week, and the number or hours of work each week may be determined at the beginning of each week by the City Administrator or the Supervisor of the Department;
 - (H) Compensation shall not include any other benefit of any other kind or nature whatsoever, which means that employee is not eligible for any health care insurance, disability insurance or the Illinois Municipal Retirement Fund, however, is covered under the Workers' Compensation Act.

DATE

EMPLOYEE

CITY ADMINISTRATOR

DATE

EXHIBIT "C"

MEMORANDUM OF PART-TIME EMPLOYMENT CONTRACT 1500 HOURS

The City of Anna, a Municipal Corporation, contracts with the undersigned employee as follows:

- (1) Employee agrees to work for City as a Full/Part-Time Employee, understanding that the work to be done hereunder does not constitute a permanent job or position, according to the terms hereinafter set forth;
- (2) The City agrees to hire the employee according to the terms hereinafter set forth;
- (3) The terms of this employment are:
 - (A) Employment is "at will", which means that the employment may be terminated at any time by the employee or by the City Administrator executing this Memorandum;
 - (B) Compensation is determined by Laborers Collective Bargaining Agreement 2015-2020;
 - (C) Employment hereunder terminates after employee has worked 1,500 hours in current calendar year;
 - (D) After termination hereof by the terms of the preceding subparagraph, employee is ineligible to be hired according to the terms herein for any kind or nature whatsoever for City until the following calendar year;
 - (E) Compensation, subject to the withholding required by law, will be paid on Friday of each week during which any work is performed;
 - (F) Employee is subject to assignment by the City Administrator signing this Agreement or the Supervisor of the Department in which employee is assigned by City Administrator, and the days and hours of work each week, and the number or hours of work each week may be determined at the beginning of each week by the City Administrator or the Supervisor of the Department;
 - (G) Compensation shall include benefits outlined in the Laborers Collective Bargaining Agreement 2015-2020. In addition the employee is covered under the Workers' Compensation Act and the Illinois Municipal Retirement Fund.

DATE

EMPLOYEE

CITY ADMINISTRATOR

DATE

EXHIBIT "D"

CITY HALL WORK DAY AGREEMENT

The City of Anna and the staff at Anna City Hall agree to modify their work schedule in accordance with Article 14, Section 1 of the Laborer's Local 773 current contract.

The work schedule shall be **8:00 A.M.** to **4:00 P.M.** Employees will have a **fifteen (15) minute** break in the morning, a **fifteen (15) minute** break in the afternoon, and shall be permitted to eat lunch at City Hall during the course of their work day.

This policy may be amended or adjusted by the City as needed.

By signing below, the parties understand and agree to the policy as outlined in this document.

Laurent Lence

Date

Caron Sullens

Date

Danyelle Meisenheimer

Date

Tina Sadler

Date

EXHIBIT "E"

DUES AUTHORIZATION

**LABORERS' LOCAL 773
1115 E. MAIN
MARION, IL 62959**

**AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

***CHECKOFF AUTHORIZATION AND ASSIGNMENT
CITY OF ANNA***

I, _____, (print name), do hereby assign to Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20____.

Phone

Employee Signature

Date of Birth

Social Security Number

Street Address

City State Zip Code

Initiation Fee Date Employed Dues

ADDENDUM "B"

AGREEMENT BETWEEN

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
AND
CITY OF ANNA**

Patrol Officers

May 1, 2020 through April 30, 2025

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Anna, Union County, Illinois, a municipal corporation with its principal place of business in Anna, Union County, Illinois, and Union County Lodge #201 of the Illinois Fraternal Order of Police and the Illinois Fraternal Order of Police Labor Council.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer, the Union and the employees in the bargaining unit, and to memorialize the terms and provisions upon which the relationship is based.

It is the intent of both the Employer and the Union to work together to provide and maintain these satisfactory terms and conditions of employment, and to prevent as well as to adjust the misunderstandings and grievances relating to employees' wages, hours and working conditions.

Therefore, in consideration of mutual promises and covenants contained in this Agreement, the parties hereto do covenant and agree as hereinafter set forth.

ARTICLE 2 – DEFINITIONS

As used herein:

(A) **"Employer"** refers to the City of Anna, a municipal corporation, acting through its City Administrator and/or its Chief of Police;

(B) **"Employee"** means and refers to the person described in the bargaining unit in Article 3;

(C) **"City"** refers to the "Employer", and is used herein interchangeably therewith;

(D) **"Chief"** means and refers to the person who holds the office of Chief of Police of the City of Anna Police Department, and to his delegates;

(E) **"City Administrator"** means and refers to the City Administrator of the City of Anna who holds the office of City Administrator;

(F) **"Union"** means and refers collectively to Union County Lodge #201 of the Fraternal Order of Police and the Illinois Fraternal Order of Police Labor Council.

(G) **"Grievance"** means a dispute between Employer and employee concerning the administration or interpretation of this Agreement, except any dispute herein specifically excluded from the Grievance or Arbitration procedure.

(H) **"Seniority"** means a period of continuous employment by the City from the last date of hire; provided that an employee does not accrue seniority during a Leave of Absence, but a Leave of Absence does not interrupt the continuity of the period of employment.

ARTICLE 3 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on the terms and conditions of employment set forth herein for each employee in the bargaining unit, which includes each sworn officer of the rank of Patrolman and Sergeant of the City Police Department (hereinafter referred to as "employee" or collectively as "employees"), and excludes each sworn officer above the rank of Sergeant of the City Police Department, and also excludes any other persons excluded by the Illinois Public Labor Relations Act, **Illinois Compiled Statutes, 5 ILCS 315/14 et seq.**

ARTICLE 4 – NON-DISCRIMINATION

Section 1. Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity and apply equal employment practices to and for all employees.

Section 2. Non-Discrimination. Employer shall not discriminate against employees, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin; nor shall the Employer or the Union discriminate against officers solely as a result of activities on behalf of the Union or membership in the Union, or in the exercise of constitutional rights. An Employee shall not be transferred, assigned, or re-assigned or have any of their duties changed for reasons prohibited by this Section.

Any claim of discrimination shall be reported and reviewed by the appropriate state and federal authority, and not be subject to the grievance procedure.

Section 3. Use of Masculine Pronoun. The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 5 – MANAGEMENT RIGHTS

Employer retains the sole right to operate municipal government, including the Police Department and all management rights necessary and incidental thereto, whether through the Council, the Commissioner of Public Health and Safety, or the Chief of Police, which rights, without limiting the generality of the foregoing, include the right, power, and authority:

- (A) To exercise all rights, power and authority delegated to the City in and by the Illinois Municipal Code, and all rights, power and authority necessary and incidental to the performance of all operations of the government of the municipality;
- (B) To establish, modify, and enforce, all reasonable rules and schedules of and for work to be performed by each employee;
- (C) To determine, approve, pass, regulate, and determine the expenditures to be made under and by virtue of the City's Budget and Tax Levy Ordinance, and periodically review same from time to time to regulate and control the assets, property, income, and expenses of municipal government;
- (D) To hire, promote, transfer, schedule, assign, layoff, and recall employees and to create, combine, modify, and eliminate positions of employment with and within the City government and the Police Department, and to discipline employees for just cause.
- (E) To contract for goods and service with suppliers of its choice, providing that hours or benefits of bargaining unit employees are not reduced as a result of the use of such subcontracting;
- (F) To suspend, discharge, and/or take other disciplinary action against any employee according to law and applicable rules and regulations.

All the foregoing limited only to the extent as specifically herein abridged, modified, or limited.

ARTICLE 6 – NO STRIKE

Section 1. No Strike Commitment. The Union and each employee is prohibited to call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, work slow down, or to interfere in any way with the full, faithful, and proper performance of the duties of employment of each employee with the City during the term of this Agreement, or to refuse to cross any picket line, by whomever established.

Section 2. Performance of Duty. In the event any employee is required by the Chief in performance of any duty in connection with or arising out of any labor dispute, the Union agrees that no disciplinary or other action will be taken by the Union against any such employee by reason of the performance of any such duty or assignment.

Section 3. Resumption of Operations. In the event of the occurrence of any event herein above prohibited by Section 1, the Union immediately shall disavow any such action and immediately request the participant to return to work, and shall thereafter use its best efforts to achieve the prompt resumption of normal operations; provided, neither the Union or any employee, shall not be liable for any damages, direct or indirect, upon the Union's complying with the requirements of this Section.

Section 4. Union Liability. Upon the failure of the Union to comply with the provisions of Section 3 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of herein below set forth in Section 5.

Section 5. Discipline for Violation of Section 1. Any employee who violates a prohibition of Section 1 of this Article is subject to immediate discharge, and any action taken by the City against any such employee shall not be subject to the provisions of the Discipline Procedure, and shall be subject to grievance and arbitration procedures only to the extent of the issue whether the employee in fact committed or participated in the prohibited action.

ARTICLE 7 – RESOLUTION OF IMPASSE

A bargaining impasse directly affecting wages, hour, and terms and conditions of employment shall be resolved under the Illinois Public Labor Relations Act. **(5 ILCS 315/14)**

ARTICLE 8 – BILL OF RIGHTS

If the inquiry, investigation, or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in **50 ILCS 725/1-7** of the **Illinois Compiled Statutes**. The law enforcement officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Union representative.

Any officer subject to discipline shall have recourse through the grievance procedure.

ARTICLE 9 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Steps in Grievance Procedure. The following are the steps in the grievance procedure:

Step 1. The employee orally informs the Chief of circumstances of grievance and relief or adjustment requested.

Step 2. Chief responds to Employee.

Step 3. Union presents to the City Administrator written form of grievance stating the date of the occurrence or circumstances, the pertinent Article and Section of this Agreement, and the relief sought.

Step 4. City Administrator responds to Union.

Step 5. Union submits grievance to City Council.

Step 6. The Council responds to the Union.

Step 7. Union notifies City of request for arbitration.

Section 2. Time Limitations. The time period between each Step, commencing with the time of the occurrence of the event giving rise to the grievance is **fifteen (15) calendar days**, excluding the day of the occurrence and excluding the day of the notice, filing, or response, whichever is appropriate, and unless that time period is mutually extended, failure of compliance automatically bars the grievance.

Section 3. Subject Matter/Scope of Grievances. Only one subject matter may be covered in any one grievance. A grievance may be filed on behalf of **two (2)** or more employees only if the same subject matter and remedy apply to all employees filing the grievance.

Section 4. Discussion Meetings. The employee, the Union, or the City or any of its representatives may at any point during the procedure request a meeting to discuss the grievance and attempt resolution.

Section 5. Settlement. At any time in which a grievance is settled, the settlement shall be memorialized in a writing signed by the employee, the Union, and a representative of the City. The settlement of a grievance shall not constitute either a precedent for any future grievance or a modification amendment, or interpretation of this Agreement.

Section 6. A grievance may be withdrawn at any step, and withdrawal shall not constitute a determination of the merit of the grievance.

ARTICLE 10 – ARBITRATION

Section 1. Procedure. Upon request by the Union for arbitration of any dispute concerning the administration or interpretation of an issue referable to arbitration under this Agreement, arbitration shall be conducted as follows:

- (A) A list of at least **nine (9)** arbitrators shall be obtained from the Federal Mediation and Conciliation Service, from which list a representative of the City and a representative of the Union may alternately strike names from the list, and either party shall have the right to reject the entire initial list of arbitrators; provided, that prior to the alternate striking procedure either party shall have the right to reject one of the arbitrators from the list, and thereafter the first strike shall be determined by a coin flip; in the event the first list is rejected in its entirety, a second list of not less than **nine (9)** names shall be obtained, and the parties shall follow the same procedure in rejecting and striking names from the second list, provided that the arbitrator selected shall be the last name remaining on the list for the last strike;
- (B) The person selected as arbitrator shall be notified of selection by a joint letter from the City and the Union, which letter shall request the arbitrator determine a time for a hearing to be held in Anna, Illinois, for the hearing, subject to the availability of the City, the Union, the employee, their representatives, and their respective counsel, and the arbitrator shall also be notified of the issue, if the statement of the issue can be mutually agreed upon by the parties.

Section 2. Arbitration shall be conducted subject to the Illinois Uniform Arbitration Act, except as otherwise herein provided by this Agreement.

Section 3. An arbitrator may interpret this Agreement but shall have no right or power to ignore, add to, take from, or modify any provision of this Agreement, nor to make any decision outside the scope of this Agreement. The decision and award of the arbitration panel shall be made within **forty-five (45) days** following the hearing and shall be final and binding on the Employer, the Union and the employee(s) involved.

Section 4. The cost of the arbitration, being the arbitrator's fees and expenses, and the costs of court reporters and transcripts, shall be borne equally by the Employer and the Union; the expense and costs of attorney fees, witness fees, document production, subpoenas, and the like, shall be borne by the party incurring such costs or expenses.

ARTICLE 11 – LABOR-MANAGEMENT CONFERENCES

Section 1. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least **seven (7) days** in advance by either party by placing in writing a request to the other for a "labor-management" conference and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings and locations shall be limited to:

- (A) Discussion on the implementation and general administration of this Agreement.
- (B) A sharing of general information of interest to the parties.
- (C) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the Administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Labor-management conferences shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. When absence from work is required to attend "labor-management conferences", Union members must, before leaving their work station, receive approval from their supervisor in order to remain in pay status. Supervisors shall not unreasonably deny such requests.

ARTICLE 12 – LAY-OFF

Section 1. Grounds and Procedure. Employer may, by its City Council's exercise of its legislative discretion, lay-off an employee by either or both of the following actions:

- (A) A determination by Resolution of the City Council that lay-off is appropriate and necessary in order for the City to maintain sound administration of the City's finances;
- (B) A determination by Resolution of the City Council that lay-off is appropriate and necessary because adequate police protection may be maintained without the employee laid-off;

provided, that a determination by the City Council under this Section is subject to the Grievance Procedure and Arbitration Procedure.

Section 2. Notice. Employer shall provide **thirty (30) days** written notice both the employee and the Union.

Section 3. Seniority. An employee is subject to lay-off in inverse order of seniority and to recall in order of seniority.

Section 4. Replacement. Employer shall not hire any person who is not at the present time an employee of the City Police Department while a laid-off employee is on recall status and shall not have more than **three (3) persons** employed as management-contractual officers in the City Police Department while a laid-off employee is on recall status.

Section 5. Recall Status. An employee has the right of recall for a period of **seven hundred thirty (730) days** after the date of notice of lay-off; in the event of recall, an employee on recall status shall begin notice of recall either by actual notice or certified mail, return receipt requested, and upon receipt of such notice, the employee shall within **ten (10) days** after receipt of such notice report to the Chief of Police for duty, and in the event of failure to report, is thereupon terminated.

ARTICLE 13 – EMPLOYMENT SECURITY AND PERSONNEL FILES

Section 1. Just Cause Standard. No officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 2. File Inspection. Upon written request, the City's personnel files, disciplinary history, and investigative files relating to any officer shall be open and available for inspection by the affected officer and an authorized representative of the City during regular business hours.

Section 3. Limitation on Use of File Material. Written warnings or oral warnings shall not be used in any manner or forum adverse to the officer's interests **eighteen (18) months** after its issuance. Suspensions without pay shall not be used in any manner or forum adverse to the officer's interests **thirty (30) months** after its issuance.

Section 4. Use of File Material. Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the officer in any future proceedings.

ARTICLE 14 – HOURS AND OVERTIME

Section 1. Work Day and Work Week. The normal work period shall be defined as **eighty (80) hours** in the **fourteen (14) day** period Sunday through Saturday, consisting of **two (2) work weeks** of **four (4) consecutive ten (10) hour days**. The definition of the normal work day and work period may be changed only by mutual agreement between the Employer and the Union.

The schedule may be adjusted in the event an emergency is declared by the City. Emergencies shall include, but shall not be limited to, natural disasters, long-term illnesses or long-term injuries of police officers which affect the ability of the police department to function. The parties shall meet as soon as possible in conjunction with such a declaration to establish the duration of the emergency and how it will impact this Agreement.

All time worked in excess of the hours worked in the normal work day and the normal work period shall be compensated as in Section 2.

Section 2. Overtime Payment. All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature,

shall receive compensatory time or cash, at the option of the employee, at the rate of **one and one-half (1 ½) times** their actual hourly rate of pay for work performed in excess of hours in a normal work day, and for hours worked in excess of the normal work period. Hours worked in this Section and in Section 1 above include all compensated hours. Overtime rate shall be computed on the basis of completed **fifteen (15) minute** segments. A maximum of **ninety-six (96) hours** of compensatory time may be carried by an employee at any time. Any overtime worked once an officer reaches **ninety-six (96) hours** of compensatory time shall be paid in cash.

Comp time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to use comp time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Comp time shall be granted in blocks of that officer's normal tour of duty.

In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary. Employees shall not have their regular days off adjusted to avoid payment of overtime pay, unless by mutual agreement.

Section 3. Call Back. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly schedule work day shall be compensated for a minimum of **two (2) hours** at the straight time rate. Any time spent on call-back outside their regularly scheduled work hours in excess of **two (2) hours** will be compensated at the overtime rate of time and one-half.

Section 4. Court Time. Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall receive compensatory time with a minimum of **two (2) hours** at the straight time rate. Any time spent in attending court outside their regularly scheduled work hours in excess of **two (2) hours** will be compensated at the overtime rate of time and one-half.

Section 5. Compensation for Training Hours. All hours spent in mandatory off-duty training assignments shall be compensated portal to portal at the overtime rate. To provide incentive to officers to maintain their education and training beyond mandatory training, requests by officers to attend non-mandatory training shall not be unreasonably denied. If the officer completes at least **twenty (20) hours** annually of non-mandatory training, including travel time, the officer shall be compensated within **twenty (20) hours** of compensatory time on an annual basis. For non-mandatory training and travel time incurred less than **twenty (20) hours**, compensatory time will be equal to the course and travel time incurred.

ARTICLE 15 – INDEMNIFICATION

Section 1. Employer Responsibility. The Employer shall be responsible for, hold officers harmless from and pay damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, to the extent provided by Illinois and/or local statutes.

ARTICLE 16 – SENIORITY

Section 1. Definition of Seniority. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from date of last hire.

Section 2. Vacation Scheduling. Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

Section 3. Promotion. Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tie breaker.

Section 4. Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 5. Personal Day Selection. Any dispute within a job classification as to the selection of a personal day shall be resolved by seniority.

Section 6. Termination of Seniority. An employee shall be terminated by the Employer and his seniority broken when he:

- (A) quits; or
- (B) is discharged for just cause; or
- (C) is laid off pursuant to the provisions of the applicable agreement for a period of **twenty-four (24) months**; or
- (D) accepts gainful employment while on an approved leave of absence from the Police Department; or
- (E) is absent for **three (3)** consecutive scheduled work days without proper notification or authorization.

Section 7. Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 8. Officers shall yearly bid for their choice of shifts and days off, if applicable, on the basis of seniority.

ARTICLE 17 – F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Attendance at Union Meetings. Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Union shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Union, provided that at least **forty-eight (48) hours** notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials shall be certified in writing to the Employer.

Section 2. Grievance Processing. Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 3. Convention Delegates. Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the City with at least **fourteen (14) days** notice, be given a leave of absence without pay for the period of time required to attend such Conference. This period of time not to exceed **one (1) week**. Employees may use accrued benefit time or compensatory time to attend such functions.

Section 4. Union Negotiating Team. Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending

scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 18 – SAFETY ISSUES

Section 1. Safety Committee. The Chief of Police shall appoint a designee(s) to represent him in meeting with the Union to discuss safety issues.

The Designee(s) of the Chief of Police shall meet a minimum of once a month with the Union Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or Designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Union.

Section 2. Disabling Defects. No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours and in the performance of their duties.

ARTICLE 19 – BULLETIN BOARDS

The Employer shall provide the Union with designated space on an available bulletin board for the purposes of the Union.

ARTICLE 20 – LEAVES OF ABSENCE

Section 1. Bereavement Leave/Death in Family. The Employer agrees to provide to officer leave without loss of pay as a result of death in the family, not to exceed **three (3) days**.

Section 2. Definition of Family. A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3. Short-Term Military Leave. The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time. The Employer may opt to provide additional benefits for members serving in the military, however, the Employer shall never provide less than required by State and Federal law.

Section 4. Educational Leave. Employees covered by the terms of this Agreement may be granted, upon written request, an Educational Leave of Absence, without pay, not to exceed a period of **one (1) year**, after authorization from the City Council.

Section 5. Maternity Leave. A leave of absence shall be granted to a female officer for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Department shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the officer's physician. Such leave may utilize accrued vacation/comp time and sick leave.

Section 6. Injury Leave. An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of **5 ILCS 345/1**. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, providing such work is available.

ARTICLE 21 – WAGE RATES

Wage rates for the classifications covered by this Agreement appear in **Exhibit "A"**. Employees promoted to the rank of Sergeant or assigned to the role of an Investigator shall receive in their base wage **One Dollar (\$1.00)** per hour over their wage rate as it appears in **Exhibit "A"**. Employees who perform work between the hours of **8:00 P.M.** and **6:00 A.M.** are entitled to a shift differential pay added to their base pay of an additional **Thirty Cents (\$0.30)** per hour above their wage rate in **Exhibit "A"** for those hours worked within that time period. The parties have additionally agreed that after **May 1, 2016**, if the state income tax payment to the City of Anna is cut by **twenty percent (20%)** or more then, the parties may reopen the contract for further negotiation concerning wage rates and the insurance benefits outlined in Article 24 herein below.

ARTICLE 22 – HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day (Jan. 1)	Columbus Day
Martin L. King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve (Dec. 24 – effective 2006)
Independence Day (July 4)	Christmas Day (Dec. 25)
Labor Day	

plus any other days designated as holidays by the Anna City Council.

Members of this bargaining unit shall be credited with **one hundred four (104) hours** of holiday time on **May 1st** of each year. Holidays shall be observed on the day observed by the City of Anna, with the exception of those holidays with specific dates given (Independence Day, Christmas Day, and New Year's Day). Unused holidays may be paid in cash in lieu of holiday time off as the holidays occur.

In addition to above holidays, employees shall receive **four (4) personal days** per year, amounting to **thirty-two (32) hours**.

Employees shall receive **eight (8) hours** holiday pay for holidays falling on an employee's normal day off. Employees who work on the day of a holiday shall receive holiday pay based on an **eight (8) hour** work day.

ARTICLE 23 – VACATIONS

Section 1. Schedule of Vacation Time Earned. Officers shall accrue credit for vacations on **May 1st** of each year according to the following schedule:

Beginning of 1st year	forty (40) hours
Beginning of 2nd year	eighty (80) hours
Beginning of 7th year	one hundred twenty (120) hours
Beginning of 12th year	one hundred eighty (180) hours
Beginning of 17th year	two hundred (200) hours

Officers shall be permitted to take accrued vacation leave at any time of the year (with the exception of preplanned special events requiring additional police presence) and in any increment of time from **one (1) day** to the entire accrued credit. No more than **one (1)** officer shall be permitted to take vacation at any time, unless approved by the Chief. A maximum of **forty (40) hours** of vacation may be carried over from one fiscal year to the next.

Upon leaving the department for any reason, reimbursement for the entire accrued amount of vacation shall be made to the employee by the employer.

Section 2. Utilization of Vacation. On or before **March 1** of each year, the Employer shall post a vacation sign-up sheet for officers covered by this Agreement. Officers shall select those weeks or days during the upcoming fiscal year they wish for their accrued vacation leave. During the first **thirty (30) days** the list is posted, seniority, as defined in Article 16, shall determine which officer within a job classification shall be entitled to a particular time period. Seniority shall be determinative for not more than **one hundred twenty (120) hours** of vacation. After this **thirty (30) day** period, vacation shall be scheduled on a first-come, first-served basis, and seniority shall not be determinative.

ARTICLE 24 – CLOTHING MAINTENANCE

Section 1. All employees covered by this Agreement shall be furnished with suitable uniforms by the Employer on a reasonable basis. This cost of normal maintenance of the uniforms shall be paid by the Employee. In addition, each Employee shall receive an annual non-cash allocation on **May 1** of each year for uniform replacement and/or maintenance and duty equipment items, which allocation shall be maintained in the Police Budget and expended at the request of the Employee in the amount of **Five Hundred Dollars (\$500.00)** per year.

A ballistic vest of threat level not less than level two shall be issued to all employees. Vests shall be replaced **five (5) years** after first being placed in service.

The Union and Employer shall compile a list of initial issue equipment and clothing, and those clothing and equipment items which are eligible for purchase as options. This list of initial issue and optional items of clothing and equipment shall be attached to this agreement as **Exhibit "C"**. Employees shall purchase items of clothing or equipment through City-issued purchase orders with vendors who will accept such purchase orders. The employee shall be responsible for maintaining their uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance. The Chief or Chief's designee shall have the right to and may require an employee to discontinue wearing any part of the employee's uniform determined as worn out. For the purposes of this Section, duty equipment items means any gear or training ammunition that is required for duty.

Section 2. Changes in Uniforms. Any major change or addition to mandatory items of the uniform now worn by the Police Department is to be paid for by the Employer and is not to be deducted from the officer's clothing allowance. The initial issue of such changed or added uniform items shall be made by

the Employer. This shall include uniforms issued for special details of the department, such as canine officers, but shall not include such optional items as a mutually agreed by the Employer and the Union as being permitted to be worn (i.e. – polo shirts) but are not mandatory.

ARTICLE 24 – INSURANCE

Section 1. Hospitalization. The Employer's present health insurance program covering all employees and their families shall continue in effect. Under the terms of this agreement an individual employee will pay **Fifty Dollars (\$50.00)** per month toward his individual premium in year 1, **Fifty-Five Dollars (\$55.00)** per month in year 2 of the Contract, **Sixty Dollars (\$60.00)** a month toward his individual premium in year 3, **Sixty-Five Dollars (\$65.00)** per month in year 4 of the Contract, and **Seventy Dollars (\$70.00)** per month in year 5 of the Contract. The Employer agrees to pay the remaining cost of a single employee's insurance premium. Actual costs will be recalculated on an annual basis, at the end of the insurance year (on or before **April 1st**), or as otherwise agreed by the parties. A joint Employer/Employee Insurance Committee is formed to annually make recommendations to the City Council concerning health insurance. The Employer agrees to maintain the insurance with no substantial reduction in the level of benefits below those which are in place as of the effective date of this Agreement. If, for whatever reason, the level of benefits is substantially reduced, the terms of this Article shall be reopened for negotiations midterm.

If an employee elects family coverage, the monthly premium costs to be paid by the Employee shall be as follows:

May 1, 2020:	\$280.00
May 1, 2021:	\$290.00
May 1, 2022:	\$300.00
May 1, 2023:	\$310.00
May 1, 2024:	\$320.00

The Employer shall be responsible for the remainder of the family premium.

Retiree Insurance. Employees who retire from the Police Department shall be allowed to elect the same individual coverage existing under the City's health insurance program at the time of their retirement. When elected, such coverage shall be afforded to the retiree at the same contribution rates paid by existing employees for individual coverage under this Section of the Agreement.

Section 2. Life Insurance. The Employer shall supply each full-time employee covered by the terms of this Agreement with term life insurance in an amount of **Fifteen Thousand Dollars (\$15,000.00)**.

ARTICLE 25 – GENERAL PROVISIONS

Section 1. Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the Local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2. The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employees' consent.

Section 3. The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses, and watches (up to a value of **Three Hundred Dollars (\$300.00)**) or other items of personal equipment, if such are damaged or broken, when during the course of the

officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

Section 4. The Employer agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 5. The Employer agrees to defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty up to a maximum of **Six Thousand Dollars (\$6,000.00)**.

Section 6. Residency. Each employee covered by this Agreement is required to reside within **thirty (30) minutes** driving distance from the corporate City limits.

ARTICLE 26 - SICK LEAVE

Employees covered by this Agreement shall earn sick leave at the rate of **ninety-six (96) hours** per year accrued the first day of the fiscal year indefinitely. Sick leave may be taken only for bona fide illness, injury and medical appointments of the employee or employee's family, of those family members as defined in the Employee Sick Leave Act, **820 ILCS 191/10(b)**, as may be amended. The City may require an employee to verify with a physician's statement any usage of sick leave of **three (3) consecutive work days** or more. The physician's statement shall state the nature of the illness, the degree of disability, and the prospective date of return to work.

Probationary employees shall have their accrued sick leave prorated to the length of service as of **May 1**.

Upon termination of employment, up to **four hundred (400) hours** of unused sick leave shall be paid at the rate of **seventy-five percent (75%)** of the employee's final rate of pay.

ARTICLE 27 – DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least **thirty (30) days** prior to its effective date.

Section 2. Dues. With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct, on a biweekly basis, from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the **tenth (10th) day** of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the **fifteen (15) day** period prior to the expiration of this Agreement.

Section 3. Non-membership in the Union. Consistent with the U.S. Supreme Court ruling in Janus v AFSCME, 138 S Ct 2448, the parties to this Agreement recognize that public sector employees may elect not to join a union.

ARTICLE 28 – SUBSTANCE ABUSE TESTING

Section 1. Statement of City Policy. It is the policy of the City of Anna that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the officers.

Section 2. Prohibitions. Officers shall be prohibited from:

- (A) consuming or possessing alcohol or illegal drugs, including cannabis, at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business, except as required in the line of duty;
- (B) illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- (C) being under the influence of alcohol or illegal drugs, including cannabis, during the course of the work day;
- (D) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted. Where the City has reasonable suspicions to believe that an officer is then under the influence of alcohol, cannabis, or illegal drugs during the course of the work day, the City shall have the right to require the officer to submit to alcohol, cannabis, or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the City to conduct such test as it may deem appropriate for persons seeking employment as police officers prior to their date of hire. Additionally, the City may randomly test employees on a quarterly basis, testing up to **twenty percent (20%)** of the total number of City employees per year. Employees covered by this Agreement shall have their names added to a common pool of City employees for potential random testing.

Post-Shooting. Consistent with **50 ILCS 727/1-25**, in the event an officer discharges their firearm causing injury or death to a person or persons during the performance of their duties, the officer shall be transferred to a hospital for medical evaluation and the officer shall submit to drug and alcohol testing to be completed as soon as practical after the officer-involved shooting but no later than the end of their shift or tour of duty. The testing procedure shall follow the protocols as provided in Section 5.

Section 4. Order to Submit to Testing. At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted a reasonable opportunity to consult with a representative of the FOP at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the City shall:

- (A) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (B) insure that the laboratory or facility selected conforms to all NIDA standards;
- (C) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (D) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;

- (E) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the officer has attempted to compromise the accuracy of the testing procedure;
- (F) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (G) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Chief within **seventy-two (72) hours** of receiving the results of the tests;
- (H) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the officer's interests;
- (I) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .05 and .08 demonstrate that the officer was under the influence, but the City shall bear the burden of proof in such cases);
- (J) require that with regard to cannabis/THC testing, for the purpose of determining whether the officer is under the influence, test results shall have to be at a level that would result in a driving under the influence charge under the Motor Vehicle Code in **625 ILCS 5/11-501.2**;
- (K) provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (L) insure that no officer is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest. The FOP and/or the officer, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

Section 7. Voluntary Requests for Assistance. The City shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

Section 8. Discipline. Use of illegal controlled drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or cannabis or the consumption of alcohol or cannabis while on duty (except as may be required in the line of duty), shall be cause for discipline, including termination, subject to the grievance and arbitration procedure.

In the first instance that an officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol or cannabis, and where pursuant to the grievance and arbitration procedure it has been deemed appropriate, the officer should undergo treatment in lieu of or in addition to some disciplinary action, and all officers who voluntarily seek assistance with drug and/or alcohol related problems prior to any order for testing (Section 4), that officer shall not be subject to any other adverse employment action by the City. The foregoing is conditioned upon:

- (A) the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (B) the officer discontinues his use of illegal drugs or abuse of alcohol or cannabis;
- (C) the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to **twelve (12) months**;
- (D) the officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs, alcohol or cannabis during the hours of work shall be subject to discipline, up to and including discharge.

Nothing in this Section shall be construed to prevent an employee from (1) asserting, or an Arbitrator from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding before the Arbitrator, or (2) contesting any discipline that may be imposed under applicable federal or state discrimination laws.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the City's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the officers' ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

ARTICLE 29 – DISCIPLINE AND DISCHARGE

Except as otherwise provided in Article 28, discipline in the department shall be progressive and corrective, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employees shall be afforded all of the rights set forth in the Peace Officers' Disciplinary Act, **50 ILCS 725/1-7**.

The Employer shall have the authority to discipline employees as set forth in **Illinois Compiled Statutes**, and shall afford employees those rights set forth therein and the following:

- (A) Discipline in the department shall be limited to oral reprimands, written reprimands, disciplinary suspensions and discharge;
- (B) Employees may elect to have their discipline cases reviewed by the grievance procedure of this Agreement;
- (C) Individual employees may file grievances concerning discipline and present them to the employer and have them settled with the employer without the intervention of the Union, provided, that the Union shall be notified by the employer of any such grievance and shall be afforded the opportunity to be present at any conference concerning such grievances. Any resolution of such grievance filed by an individual employee shall be consistent with the Agreement;

- (D) Notwithstanding the right of individuals to file grievances and process them through Step 2 of the grievance procedure, only the Lodge/Labor Council shall have the right to refer grievances to arbitration;
- (E) Not more than **twenty (20) days** after receipt of the Employer's Step 6 response, the Union shall have the right to refer any such discipline grievance to arbitration.

Probationary Employees. New employees, part-time employees becoming full-time employees, or temporary employees becoming full-time employees, shall be employed as a full-time employee on a probationary basis for the first **six (6) months** of employment. During the probationary period of **six (6) months**, an employee may be discharged for any reason whatsoever without any recourse under this Agreement, and, in particular, resort to the grievance procedure or binding arbitration. Probationary employees shall retain all contract rights, including that of grievance and arbitration, in those issues not directly referring to the discipline and/or discharge of a probationary employee.

ARTICLE 30 – SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 31 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32 – DURATION

Section 1. Term of Agreement. This Agreement shall be effective from **May 1, 2020**, and shall remain in full force and effect until **April 30, 2025**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than **one hundred twenty (120) days** preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3. Re-opener. The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least **ninety (90)** and no more than **one hundred twenty (120) days** prior to the termination date of the Agreement. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than **ten (10) days** after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

Section 4. Interim Re-opener. The provisions of Article 21 pertaining to Wages and Article 24 pertaining to Insurance may be reopened at any time during the term of this Agreement if the conditions set forth triggering such re-opener, as detailed in Article 21, or Article 24 occur. The negotiations for such re-opener will be resolved by the provisions of Section 14 of the Illinois Public Labor Relations Act if an impasse is reached in such negotiations.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13th day of April, 2020.

FOR THE EMPLOYER:

Mayor, City of Anna

(SEAL)

FOR THE LODGE:

Bargaining Unit Representative

Bargaining Unit Representative

Field Representative
Illinois FOP Labor Council

EXHIBIT "A"**WAGE RATES/LONGEVITY****EMPLOYEES HIRED BEFORE 5/1/2015**

Beginning of	5/1/2020		Beginning of	5/1/2021	
	yearly	hourly		yearly	hourly
1 st year – no PTI	\$42,390	\$20.38	1 st year – no PTI	\$43,846	\$21.08
1 st year – with PTI	\$47,507	\$22.84	1 st year – with PTI	\$48,963	\$23.54
2 nd year	\$52,624	\$25.30	2 nd year	\$54,080	\$26.00
5 th year	\$55,557	\$26.71	5 th year	\$57,013	\$27.41
10 th year	\$56,514	\$27.17	10 th year	\$57,970	\$27.87
15 th year	\$57,554	\$27.67	15 th year	\$59,010	\$28.37
20 th year	\$58,594	\$28.17	20 th year	\$60,050	\$28.87
25 th year	\$59,634	\$28.67	25 th year	\$61,090	\$29.37

Beginning of	5/1/2022		Beginning of	5/1/2023	
	yearly	hourly		yearly	hourly
1 st year – no PTI	\$45,302	\$21.78	1 st year – no PTI	\$46,758	\$22.48
1 st year – with PTI	\$50,419	\$24.24	1 st year – with PTI	\$51,875	\$24.94
2 nd year	\$55,536	\$26.70	2 nd year	\$56,992	\$27.40
5 th year	\$58,469	\$28.11	5 th year	\$59,925	\$28.81
10 th year	\$59,426	\$28.57	10 th year	\$60,882	\$29.27
15 th year	\$60,466	\$29.07	15 th year	\$61,922	\$29.77
20 th year	\$61,506	\$29.57	20 th year	\$62,962	\$30.27
25 th year	\$62,546	\$30.07	25 th year	\$64,002	\$30.77

Beginning of	5/1/2024	
	yearly	hourly
1 st year – no PTI	\$48,214	\$23.18
1 st year – with PTI	\$53,331	\$25.64
2 nd year	\$58,448	\$28.10
5 th year	\$61,381	\$29.51
10 th year	\$62,338	\$29.97
15 th year	\$63,378	\$30.47
20 th year	\$64,418	\$30.97
25 th year	\$65,458	\$31.47

Starting pay is **eighty percent (80%)** of one-year base, second **six (6) month** step is **ninety percent (90%)** of base and paid after **six (6) months** or completion of PTI, whichever comes first.

Employee moves from step to step on anniversary dates at appropriate year of service.

Pay increases:		<u>Hourly</u>	<u>Annual</u>
	5/1/2020	\$0.70	\$1,456
	5/1/2021	\$0.70	\$1,456
	5/1/2022	\$0.70	\$1,456
	5/1/2023	\$0.70	\$1,456
	5/1/2024	\$0.70	\$1,456

EMPLOYEES HIRED AFTER 5/1/2015

Beginning of	5/1/2020		Beginning of	5/1/2021	
	yearly	hourly		yearly	hourly
1 st year – no PTI	\$39,208	\$18.85	1 st year – no PTI	\$40,664	\$19.55
1 st year – with PTI	\$43,202	\$20.77	1 st year – with PTI	\$44,658	\$21.47
2 nd year	\$47,174	\$22.68	2 nd year	\$48,630	\$23.38
5 th year	\$49,754	\$23.92	5 th year	\$51,210	\$24.62
10 th year	\$50,606	\$24.33	10 th year	\$52,062	\$25.03
15 th year	\$51,522	\$24.77	15 th year	\$52,978	\$25.47
20 th year	\$52,437	\$25.21	20 th year	\$53,893	\$25.91
25 th year	\$53,477	\$25.71	25 th year	\$54,933	\$26.41

Beginning of	5/1/2022		Beginning of	5/1/2023	
	yearly	hourly		yearly	hourly
1 st year – no PTI	\$42,120	\$20.25	1 st year – no PTI	\$43,576	\$20.95
1 st year – with PTI	\$46,114	\$22.17	1 st year – with PTI	\$47,570	\$22.87
2 nd year	\$50,086	\$24.08	2 nd year	\$51,542	\$24.78
5 th year	\$52,666	\$25.32	5 th year	\$54,122	\$26.02
10 th year	\$53,518	\$25.73	10 th year	\$54,974	\$26.43
15 th year	\$54,434	\$26.17	15 th year	\$55,890	\$26.87
20 th year	\$55,349	\$26.61	20 th year	\$56,805	\$27.31
25 th year	\$56,389	\$27.11	25 th year	\$57,845	\$27.81

Beginning of	5/1/2024	
	yearly	hourly
1 st year – no PTI	\$45,032	\$21.65
1 st year – with PTI	\$49,026	\$23.57
2 nd year	\$52,998	\$25.48
5 th year	\$55,578	\$26.72
10 th year	\$56,430	\$27.13
15 th year	\$57,346	\$27.57
20 th year	\$58,261	\$28.01
25 th year	\$59,301	\$28.51

Starting pay is **eighty percent (80%)** of one-year base, second **six (6) month** step is **ninety percent (90%)** of base and paid after **six (6) months** or completion of PTI, whichever comes first.

Employee moves from step to step on anniversary dates at appropriate year of service.

Pay increases:		<u>Hourly</u>	<u>Annual</u>
	5/1/2020	\$0.70	\$1,456
	5/1/2021	\$0.70	\$1,456
	5/1/2022	\$0.70	\$1,456
	5/1/2023	\$0.70	\$1,456
	5/1/2024	\$0.70	\$1,456

EXHIBIT "B"

SENIORITY LIST

Officer

Date of Hire

Tim Smith	06-21-99
Jason Leek	07-13-14
Jesse Spencer	05-04-16
Shawn Stone	12-31-17
Jeremy Reagan	04-01-18
Adam Tripp	06-09-19

EXHIBIT "C"

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, IL 62704

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so direct.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal Email: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

Lodge/Unit No.	Year	Grievance No.
/	/	

GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last
First
M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Section(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____ Date _____

FOP Labor Council Representative _____

CHAPTER 21 – LIQUOR CODE

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CHAPTER 21

LIQUOR CODE

ARTICLE I - GENERALLY

21-1-1 DEFINITIONS. Unless the context otherwise requires, the words and phrases herein defined are used in this Chapter in the sense given them in the following definitions:

"ALCOHOL" means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

"ALCOHOLIC LIQUOR" means and includes alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by human beings. It does not mean nor include any liquid or solid containing **one-half of one** percent, or less of alcohol by volume.

"BEER" means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.

"BEER GARDEN – OUTDOOR GARDEN/CAFÉ AREA" means a City authorized open air area both adjacent to and accessible through a "Club," "Lounge," "Restaurant" or "Retailers" "Building," as defined in this Chapter, where the subject business possesses a license pursuant to **Section 21-2-2(A), (C), (D) or (E)** of this Chapter, and for which a "Schematic" has been submitted to the Liquor Commissioner for pre-approval. The "Schematic" shall contain a detailed plan for a fence, wall, or other construction surrounding the perimeter of the area in which beer, wine, and/or any other alcoholic beverages are sold, offered for sale, delivered or consumed in conformity with the particular classification of liquor license possessed by each such business. "Beer Garden – Outdoor Garden/Café Areas" will be allowed to remain open during each businesses normal business hours but shall be prohibited from activities which disturb the peace of surrounding areas within the City limits and, in particular, will not be allowed to offer/provide amplified "Entertainment" of any type.

"BUILDING" means a structure with a roof and walls used to conduct the owner or lessee's business. Building, as used herein, may include a "Beer Garden – Outdoor Garden/Café Area" upon approval of same as provided in this Chapter.

"CITY BLOCK PARTY" means an event sponsored by the City wherein specified street(s)/right(s)-of-way are closed to through traffic for the purpose of having an outdoor social gathering event, and where the outdoor/public consumption of alcohol shall be permitted in designated areas.

"CLUB" means a non-profit corporation organized under the laws of this State, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, which conforms to the definition of "club" in **235 ILCS 5/1-3.24**.

"ENTERTAINMENT" means any amusement, recreation, show, radio show, satellite show, tv show, performance, presentation, production, spectacle or pageant.

"LICENSEE" means a person or entity that has been issued a City Liquor License.

"LICENSEE'S PREMISES" means the premises identified on the face of the Licensee's Application for a City Liquor License and is the only premises whereon the Licensee is authorized to offer alcoholic liquor for sale at retail.

"LIQUOR CONTROL ACT" means the Illinois Liquor Control Act of 1934, as amended, otherwise known as the "Act" (**235 ILCS 5/1-1 et seq.**).

"LOUNGE" means a public place kept, used, maintained, and held out to the public as a place where alcoholic liquor may be served separately from the sale of a meal, but where a substantial portion of the business is used as a Restaurant, within the meaning of "Restaurant," as defined in this Chapter.

"ORIGINAL PACKAGE" means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container, whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

"PREMIXED ALCOHOLIC DRINKS" means alcoholic drinks, including spirits, wine, wine coolers, and cocktails which have already been mixed and are in a ready-to-drink format, typically sold in bottles and cans.

"RESTAURANT" means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where the sale of food represents at least **fifty-one percent (51%)** of the place's business, and where meals actually are served and regularly served, and without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

"RETAILER" means a person who sells or offers for sale alcoholic liquor for use or consumption and not for resale in any form.

"SALE" means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee; and includes to keep or expose liquor for sale, and to keep with intent to sell.

"SCHEMATIC" means an illustration/plan. In the case of a proposed "Beer Garden – Outdoor Garden/Café Area" a schematic means the illustration/plan, which is submitted to, and is subject to approval by, the Liquor Commissioner with the advice and consent of the City Council.

"SELL AT RETAIL" and/or "SALE OF RETAIL" refers to any sales for use or consumption and not for resale in any form.

"SPECIAL EVENT" means an event conducted by an educational, fraternal, political, civic, religious, non-profit organization or private entity.

"SPIRITS" means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

"WINE" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as above defined.

Other words and phrases used in this Chapter shall be read consistently with the meanings given to them by the Act.

ARTICLE II - LICENSES

21-2-1 **MAYOR AS COMMISSIONER.** The Mayor of the City shall be the Liquor Local Control Commissioner (the "Liquor Commissioner" hereinafter) pursuant to **235 ILCS 5/4-2** and shall have the authority to exercise all the powers of the Liquor Commissioner pursuant to **235 ILCS 5/7-5** and the Act. The Liquor Commissioner shall have the right to examine or cause to be examined, under oath, any applicant for a local license or for renewal thereof, or any licensee upon whom notice of revocation or suspension has been served, and to examine or cause to be examined, the books and records of any such applicant or licensee; to hear testimony and take proof for his information in the performance of his duties, and for such purpose, to issue subpoenas which shall be effective in any part of this State.

The Liquor Commissioner shall prescribe forms and documents for applications and licenses. The Mayor may designate the City Administrator, City Clerk, and/or Chief of Police as agent to exercise the powers of Liquor Commissioner under the Act and this Chapter, except for the issuance of licenses.

21-2-2 **CLASSIFICATION OF LIQUOR LICENSES.** Licenses shall be of the following classes:

(A) **General Retail License** permitting the sale of alcoholic liquor both for consumption within the "Building" on the Licensee's premises and in the original package.

(B) **Original Package Only License** permitting the sale of alcoholic liquor on the Licensee's premises only in the original package.

(C) **Restaurant/Beer-Wine License** permitting the sale of beer and wine only in conjunction with the sale of a meal and only for consumption within the "Building" on the Licensee's premises.

(D) **Restaurant/Lounge License** permitting the sale of alcoholic liquor for consumption within the "Building" on the Licensee's premises both in conjunction with the sale of a meal and separately from the sale of a meal; provided that **fifty-one percent (51%)** of the Licensee's business shall be and remain the sale of meals. Sale of meals shall be available during all hours of the operation of the Licensee's business.

(E) **Club License** permitting the sale of alcoholic liquor both for consumption within the "Building" on the Licensee's premises and in the original package, only to its members and their guests.

(F) **Golf Course License** permitting the sale of beer, wine, and premixed alcoholic drinks as defined in this Chapter, for consumption on the licensee's premises, and in the original package, only to its members and guests.

(G) **Special Event License** permitting the sales and consumption of alcoholic liquor on City owned or private property only in conjunction with an approved Special Event Application, with additional limitations imposed, as detailed in this Chapter, hereinbelow, and subject to all State of Illinois licensing and permitting requirements.

21-2-3 **LIMITATION OF LICENSES.** As Liquor Commissioner, the Mayor shall not issue more than:

(A) **Fourteen (14)** General Retail Licenses.

(B) **Five (5)** Original Packages Only Licenses.

(C) **Three (3)** Restaurant/Beer-Wine Licenses.

(D) **Six (6)** Restaurant/Lounge Licenses.

(E) **Three (3)** Club Licenses.

(F) **One (1)** Golf Course License.

(Ord. No. 2023-05; 04-18-23)

21-2-4 APPLICATION FOR LICENSES.

Applications for a liquor license shall be made to the Liquor Commissioner, by written forms furnished by the City Clerk to the Applicant. The application may be made by an individual or by a duly authorized agent. If made by a club or corporation, the application must be verified by an officer thereof. Applicants shall affirm the application by affidavit. The application shall substantially contain the following information and statements, and any further information prescribed by the Liquor Commissioner.

(A) The name, age, and residential address of the applicant, in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof, and in the case of a corporation, non-profit corporation, or a club, the date of incorporation, the names and addresses of the officers and directors.

(B) The trade name or business name of the applicant's operation, character of business of the applicant, length of time that the applicant has been engaged in the business of that character, or in the case of a corporation, the date on which its charter was issued.

(C) Location and description of the premises or place of business which is to be operated under such license; days of the week and hours of operation.

(D) Class of license requested.

(E) That individual applicant(s), and/or the person who will manage that applicant's premises, reside within **thirty (30) minutes** of Anna City Hall, 103 Market Street, Anna, IL.

(F) Applicant is of good character and reputation in Union County, Illinois.

(G) Applicant has been informed of the requirements of eligibility for licensure under the Illinois Liquor Control Act, and is eligible, under the Act, to obtain a Proper State License issued by the Illinois Liquor Control Commission and has obtained said License.

(H) The Applicant beneficially owns the premises on which the liquor is to be sold or has a valid lease thereon for the full term of the City Liquor License, with satisfactory evidence of the same attached to the application or has a duly granted license to use the premises for the term of a Special Event License.

(I) Completion of a form consenting to and authorizing a background check by the City.

(J) Applicant has procured Dram Shop Liability Insurance and has attached a certificate evidencing proof of such insurance to the application.

(K) Applications for a Special Event License shall be submitted no less than **forty-five (45) days** before the proposed event.

(L) Each applicant for Special Event License shall complete and submit the application detailed hereinbelow in either **Section 21-2-7** and **21-2-8** of this Chapter, depending on whether the proposed event will be on City owned property or private property, and shall procure and provide the City with proof of all necessary State Licenses/Permits for each Special Event, prior to being allowed to proceed with the event.

(M) Applicant shall adhere to and abide by the Illinois Liquor Control Act, this Chapter, all other applicable laws, and all other ordinances and resolutions of the City.

21-2-5 FEES FOR LICENSES.

(A) Licensees shall pay the following fees, for the following terms, for the various classification of licenses:

For the 2021 calendar year:

(1)	General Retail License	\$1,500.00 per year
(2)	Original Package Only License	\$1,500.00 per year
(3)	Restaurant/Beer-Wine License	\$900.00 per year
(4)	Restaurant/Lounge License	\$1,500.00 per year
(5)	Club License	\$1,200.00 per year
(6)	Golf Course License	\$900.00 per year
(7)	Special Events License	
(a)	One Day Event	\$50.00 per event
(b)	Multiple Day Event	\$100.00 per event
	(One to fifteen consecutive days)	

- (c) Special Event Licenses issued for City sponsored events will not be charged the fee for a special event license. **(Ord. No. 2023-05; 04-18-23)**

(B) Each applicant shall submit certified funds in the amount of the license fee with the Application for License, or Application for Renewal of License, whichever is applicable. The annual license fee shall be subject to the pro rata provisions of **Section 21-2-6(C)**.

(C) Should the applicant be denied issuance of a license, the City shall refund the amount of license fee to the applicant.

(D) A licensee whose license is suspended or revoked by the Local Commissioner shall not be entitled to a refund of any license fees.

21-2-6 TERM OF LICENSES AND DISPOSITION OF FEES.

(A) All licenses, except for the Special Event License, shall be valid from the date of issuance, until its expiration on December 31 of the year in which it was issued, unless suspended or revoked sooner.

(B) A Special Events License is valid only for the period stated on the face of the license.

(C) Except for Special Events Licenses, the license fee to be paid shall be reduced in proportion to the full calendar months which have expired in the year prior to the date of the issuance of the license. If the license is renewed thereafter, the license fee shall be for a full calendar year.

21-2-7 SPECIAL EVENT LICENSE FOR CITY OWNED PROPERTY. Concerning City owned property, Special Event Licenses, as classified in **Section 21-2-2(H)** of this Chapter, and subject to the fees and rules set forth in **Section 21-2-5(A)(7)** and **Section 21-2-5(B)**, shall be subject to further regulation as follows:

(A) **Permitted Premises.** Special Event Licenses may be granted for City owned property.

(B) Applicants shall complete and submit an Application for Special Event License. City owned property, which substantially contains the following, and any further information prescribed by the City Council.

- (1) Description of each event;
- (2) Written plan and schedule of event activities;
- (3) Map or diagram of event site;
- (4) Projected numbers of event attendees, number of participants/vendors, and staff;
- (5) Parking requirements and plan;
- (6) Security requirements and plan;
- (7) Waste management/disposal and restroom requirements plan;
- (8) Utility usage requirement;
- (9) Liability insurance information.

(C) After the applicant completes and submits the Application for Special Event License, the City Council may assess additional fees, based on the information disclosed in the application. Should the City Council assess additional fees, the City Council shall provide the applicant with an itemized ledger of fees. The applicant shall be required to pay all fees, as set by **Section 21-2-5**, and in the ledger of additional fees, to cause a license to be issued, subject to the regulations in this Chapter.

(D) Applicant has procured liability insurance and has attached a certificate evidencing proof of such insurance to the application. The policy of insurance shall meet the following minimum requirements:

- (1) \$1,000,000.00/per individual, \$2,000,000.00/aggregate, per event.
- (2) Named the City of Anna, Illinois, an Illinois Municipal Corporation, as an additional insured.

(E) The Special Event License Application shall be subject to the approval of the Liquor Commissioner AND City Council approval, the latter evidenced by written authorization.

(F) The Applicant shall have procured all necessary state licenses/permits for the proposed Special Event and shall provide satisfactory proof of same to the City before the event will be allowed to proceed.

21-2-8 SPECIAL EVENT LICENSE FOR PRIVATE PROPERTY. Concerning privately owned property, Special Events Licenses, as classified in **Section 21-2-2(G)** of this Chapter, and in **Sections 21-2-5(A)(7)** and **21-2-5(B)**, shall be subject to further regulation as follows:

(A) Applicants shall complete and submit an Application for Special Event License – Private Property.

(B) The Special Event License Application shall be subject to the approval of the Liquor Commissioner AND City Council approval, the latter evidenced by written authorization.

(C) The applicant shall have procured all necessary state licenses/permits for the proposed Special Event and shall provide satisfactory proof of same to the City before the event will be allowed to proceed.

21-2-9 CITY BLOCK PARTIES. The City may, from time to time, sponsor a City Block Party as defined in **Section 21-1-1** of this Chapter. The City will publish the following information in advance of a City Block Party event:

- (A) The nature of the event;
- (B) The proposed date(s) of the event;
- (C) The location of the City street(s)/right(s)-of-way which will be closed for the event;
- (D) The hours during which the event will be held;
- (E) Whether amplifiers/amplified music will be used; and
- (F) The contact information for the person designated by the City as the manager of the particular event.

During the hours of a City Block Party event, businesses which have a City issued liquor license, and which are adjacent to the areas designated for the outdoor/public consumption of alcohol, shall be permitted to allow patrons to take individual alcoholic beverages off their premises into such designated areas.

It shall be permissible for a vendor to apply for a Special Event Liquor License, as otherwise provided for in this Chapter, in order to participate in the City Block Party event. Provided, however, that each such vendors participation in the event shall be subject to approval by the City Council at its sole discretion.

21-2-10 ISSUANCE OF LICENSE. Upon the application being prepared and executed by the applicant, the same shall be submitted to the Liquor Commissioner for review. The Liquor Commissioner shall review the application and make all inquiries and investigation as necessary in his authority. Should the Liquor Commissioner approve the application, the Liquor Commissioner shall issue the license to the licensee. Should an application be disapproved, formal notice of the same shall be provided to the applicant.

21-2-11 RENEWAL OF LICENSE.
 (A) A licensee may renew his license at the expiration thereof, provided that he is then qualified to receive a license pursuant to the Act and this Chapter, and the premises for which such renewal license is sought are in conformity with the Act and this Chapter. The licensee shall submit an Application for Renewal of License to the Liquor Commissioner for review and approval. Provided, however, that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the Liquor Commissioner or City Council from decreasing the number of licenses

to be issued within his jurisdiction or prevent the Liquor Commissioner from denying the Application for Renewal.

(B) No license shall be held in existence by the mere payment of fees by any person, firm or corporation, for a longer period than **ninety (90) days**, without the business licensed for the sale of alcoholic liquor being in complete and full operation. However, if a business licensed for the sale of alcoholic liquor has been destroyed or damaged by fire or act of God and cannot be rebuilt or repaired within the **ninety (90) day** period, then in that event, the Local Commissioner may extend the period of time for which a license may be held by the payment of fees without the business licensed for the sale of alcoholic liquor being in full and complete operation for an additional **ninety (90) days**. If either of the above stated periods of time passes without the particular business licensed for the sale of alcoholic liquor returning to complete and full operation, the license for the particular business shall expire and not be subject to renewal, unless all other requirements of this Chapter shall have been met.

21-2-12 RECORD OF LICENSES. The Mayor shall keep or cause to be kept, a complete record of all such licenses issued by him; and shall furnish the City Clerk and Chief of Police each, with a copy thereof. Upon the issuance of any new license, renewal of any license, or the revocation of any license, the Mayor shall give written notice of such action to each of these officers within **forty-eight (48) hours** of such action.

21-2-13 DISPLAY OF LICENSE. Every licensee shall cause his license to be framed and hung in plain view in a conspicuous place on the licensed premises.

21-2-14 TRANSFER OF LICENSE. A licensee shall be purely a personal privilege, good for not to exceed **one (1) year** after issuance unless sooner revoked as in this Code provided; and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated.

Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon death of the licensee, provided that executors or administrators of the estate of any deceased licensee and the trustee, of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the expiration of such license; but not longer than **six (6) months** after the death, bankruptcy or insolvency of such licensee.

21-2-15 SUSPENSION AND REVOCATION OF LICENSE. The Liquor Commissioner shall have the following powers, functions and duties with respect to Licenses granted under this Chapter.

(A) In addition to and not limited by the specific penalties set out for violations of specific sections of this Chapter, the Liquor Commissioner may suspend for **thirty (30) days** or revoke any Liquor License issued under this Chapter for any violations of state law pertaining to the sale of alcoholic liquors by any Licensee, his agent, servants, or employees.

(B) The Liquor Commissioner may suspend or revoke any liquor license if the Licensee makes any false statement or misrepresentation in the Application for a License, or Application for Renewal of License.

(C) The Liquor Commissioner may enter or authorize any law enforcing officer to enter at any time upon any premises licensed under this Chapter to determine whether any of the provisions of this Chapter or the laws of the State of Illinois pertaining to the sale of alcoholic liquor have been or are being violated at such time to examine the premises of the Licensee in connection therewith.

21-2-16 RESTRICTED HOURS. Any sale of alcoholic liquor is prohibited between the hours of:

- (A) Midnight to 6:00 A.M. Monday
- (B) 1:00 A.M. to 6:00 A.M., Tuesday through Saturday
- (C) 1:00 A.M. to 12:00 Noon, Sunday
- (D) The times referred to above shall be Daylight Savings Time/Central Standard Time.

21-2-17 LOCATION RESTRICTIONS AND CHANGE OF LOCATION.

- (A) Except for areas zoned business/commercial, no license shall be issued for the sale at retail of any alcoholic liquor within **one hundred (100) feet** of any then-existing church, school, other institution of higher education, hospital, home for the aged or indigent, measured to the nearest part of any building used for the same, as provided by the Act, and further subject to the provision and exceptions of **235 ILCS 5/6-11**.
- (B) The location restrictions of this Section shall be subject to the provisions of **235 ILCS 5/6-11** with regard to applications for the renewal of licenses.
- (C) A retail liquor license shall permit the sale of alcoholic liquor only on the premises described in the Application and License. Such location may be changed only upon the written permit to make such change and shall be approved and issued by the Liquor Commissioner. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the Act and the Ordinances of the City.

21-2-18 UNLAWFUL CONDUCT. No licensee, officer, associate, member, agent, representative, employee or patron of such licensee, or any other person or entity, while within or about the licensed premises, in any area where alcohol is sold, served, or consumed, shall permit, promote, or do the following unlawful activities:

- (A) Expose or stimulate exposure of the genitals, pubic hair, buttocks, natal cleft, perineum, or anal region of the human body;
- (B) Employ the use of any device, costume, or covering, which exposes or gives the appearance of, or simulates the genitals, pubic hair, buttocks, natal cleft, perineum, or anal region of the human body;
- (C) Expose any portion of the female breast at or below the areola thereof;
- (D) Appear topless, bottomless, or in any similar attire;
- (E) Perform any act, or simulated act, of sexual intercourse, masturbation, sodomy, bestiality, oral sex, flagellation, or any sexual acts prohibited by law; or
- (F) Touch, caress, or fondle the breast, buttocks, anus, or genitals, or simulate such touching, caressing, or fondling.
- (G) Allow any disorder, drunkenness, quarreling, fighting, unlawful games, or riotous or disorderly conduct.

21-2-19 VIOLATIONS. It is a violation of this Chapter for any person:

- (A) Without a valid license under this Chapter to sell or offer for sale, at any time, alcoholic liquor for use or consumption within the City limits.
- (B) With a valid license to sell at retail, alcoholic liquor for use or consumption, at a time, place, or in a manner inconsistent with this Chapter or Act.
- (C) To misrepresent any affirmation or declaration in an application for license, or to permit any representation or affirmation in any application to become false during the term of any license.

21-2-20 **PENALTIES FOR VIOLATIONS AND/OR UNLAWFUL CONDUCT.** Penalties
for violation of this Chapter or the Act are:

- (A) Suspension of license;
- (B) Revocation of license;
- (C) A fine, not exceeding **One Thousand Dollars (\$1,000.00)** for each violation,
during the term of the license.
- (D) Any other penalty provided for in the Act.

(Ord. No. 2021-15; 08-17-21)

CHAPTER 22 - MANDATED POLICIES

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CHAPTER 22

MANDATED POLICIES

ARTICLE I – IDENTITY THEFT

22-1-1 PROGRAM ADOPTION. The City developed this Identity Theft Prevention Program pursuant to the Federal Trade Commission’s Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions of 2003. 16 C.F.R. § 681.2. This Program was developed with oversight and approval of the City. After consideration of the size and complexity of the Utility’s operations and account systems, and the nature and scope of the Utility’s activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program.

22-1-2 PROGRAM PURPOSE AND DEFINITIONS.
(A) Fulfilling Requirements of the Red Flags Rule. Under the Red Flag Rule, every financial institution and creditor is required to establish an “Identity Theft Prevention Program” tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

- (1) Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
- (2) Detect Red Flags that have been incorporated into the Program;
- (3) Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
- (4) Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

(B) Red Flags Rule Definitions Used in this Program. The Red Flags Rule defines “Identity Theft” as “fraud committed using the identifying information of another person” and a “Red Flag” as “a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.”

According to the Rule, a municipal utility is a creditor subject to the Rule requirements. The Rule defines creditors “to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors.”

All the Utility’s accounts that are individual utility service accounts held by customers of the utility whether residential, commercial or industrial are covered by the Rule. Under the Rule, a “covered account” is:

- (1) Any account the Utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
- (2) Any other account the Utility offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the Utility from Identity Theft.

“Identifying information” is defined under the Rules as “any name or number that may be used, alone or in conjunction with any other information, to identify a specific person,” including: name, address, telephone number, social security number, date of birth, government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer’s Internet Protocol address, or routing code.

22-1-3 IDENTIFICATION OF RED FLAGS. In order to identify relevant Red Flags, the Utility considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with Identity Theft. The Utility identifies the following red flags, in each of the listed categories:

- (A) **Notifications and Warnings from Credit Reporting Agencies; Red Flags.**
 - (1) Report of fraud accompanying a credit report;
 - (2) Notice or report from a credit agency of a credit freeze on a customer or applicant;
 - (3) Notice or report from a credit agency of an active-duty alert for an applicant; and
 - (4) Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.
- (B) **Suspicious Documents; Red Flags.**
 - (1) Identification document or card that appears to be forged, altered or inauthentic;
 - (2) Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
 - (3) Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
 - (4) Application for service that appears to have been altered or forged.
- (C) **Suspicious Personal Identifying Information; Red Flags.**
 - (1) Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
 - (2) Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
 - (3) Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
 - (4) Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
 - (5) Social security number presented that is the same as one given by another customer;
 - (6) An address or phone number presented that is the same as that of another person;
 - (7) A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
 - (8) A person's identifying information is not consistent with the information that is on file for the customer.
- (D) **Suspicious Account Activity or Unusual Use of Account; Red Flags.**
 - (1) Change of address for an account followed by a request to change the account holder's name;
 - (2) Payments stop on an otherwise consistently up to date account;
 - (3) Account used in a way that is not consistent with prior use (example: very high activity);
 - (4) Mail sent to the account holder is repeatedly returned as undeliverable;
 - (5) Notice to the Utility that a customer is not receiving mail sent by the Utility;
 - (6) Notice to the Utility that an account has unauthorized activity;
 - (7) Breach in the Utility's computer system security; and
 - (8) Unauthorized access to or use of customer account information.

(E) **Alerts From Others, Red Flag.**

- (1) Notice to the Utility from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

22-1-4 DETECTING RED FLAGS.

(A) **New Accounts.** In order to detect any of the Red Flags identified above associated with the opening of a **new account**, Utility personnel will take the following steps to obtain and verify the identity of the person opening the account:

- (1) Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- (2) Verify the customer's identity (for instance, review a driver's license or other identification card);
- (3) Review documentation showing the existence of a business entity; and
- (4) Independently contact the customer.

(B) **Existing Accounts.** In order to detect any of the Red Flags identified above for an **existing account**, Utility personnel will take the following steps to monitor transactions with an account:

- (1) Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- (2) Verify the validity of requests to change billing addresses; and
- (3) Verify changes in banking information given for billing and payment purposes.

22-1-5 PREVENTING AND MITIGATING IDENTITY THEFT.

(A) **Prevent and Mitigate.** In the event Utility personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

- (1) Continue to monitor an account for evidence of Identity Theft;
- (2) Contact the customer;
- (3) Change any passwords or other security devices that permit access to accounts;
- (4) Not open a new account;
- (5) Close an existing account;
- (6) Reopen an account with a new number;
- (7) Notify the Program Administrator for determination of the appropriate step(s) to take;
- (8) Notify law enforcement; or
- (9) Determine that no response is warranted under the particular circumstances.

(B) **Protect Customer Identifying Information.** In order to further prevent the likelihood of Identity Theft occurring with respect to Utility accounts, the Utility will take the following steps with respect to its internal operating procedures to protect customer identifying information:

- (1) Ensure that its website is secure or provide clear notice that the website is not secure;
- (2) Ensure complete and secure destruction of paper documents and computer files containing customer information;
- (3) Ensure that office computers are password protected and that computer screens lock after a set period of time;
- (4) Keep offices clear of papers containing customer information;
- (5) Request only the last 4 digits of social security numbers (if any);
- (6) Ensure computer virus protection is up to date; and

- (7) Require and keep only the kinds of customer information that are necessary for utility purposes.

22-1-6 PROGRAM UPDATES. The Program Administrator will periodically review and update this Program to reflect changes in risks to customers and the soundness of the Utility from Identity Theft. In doing so, the Program Administrator will consider the Utility's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the Utility's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator will update the Program or present the City Council with his or her recommended changes and the City Council will make a determination of whether to accept, modify or reject those changes to the Program.

22-1-7 PROGRAM ADMINISTRATION.

(A) **Oversight.** Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee for the Utility. The Committee is headed by a Program Administrator who may be the head of the Utility or his or her appointee. Two or more other individuals appointed by the head of the Utility, or the Program Administrator comprise the remainder of the committee membership. The Program Administrator will be responsible for the Program administration, for ensuring appropriate training of Utility staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

(B) **Staff Training and Reports.** Utility staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

(C) **Service Provider Arrangements.** In the event the Utility engages a service provider to perform an activity in connection with one or more accounts, the Utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

- (1) Require, by contract, that service providers have such policies and procedures in place; and
- (2) Require, by contract, that service providers review the Utility's Program and report any Red Flags to the Program Administrator.

(D) **Non-Disclosure of Specific Practices.** For the effectiveness of this Identity Theft Prevention Program, knowledge about specific Red Flag identification, detection, mitigation and prevention practices must be limited to the Identity Theft Committee who developed this Program and to those employees with a need to know them. Any documents that may have been produced or are produced in order to develop or implement this program that list or describe such specific practices and the information those documents contain are considered "security information" as defined in Minnesota Statutes Section 13.37 and are unavailable to the public because disclosure of them would be likely to substantially jeopardized the security of information against improper use, that use being to circumvent the Utility's Identity Theft prevention efforts in order to facilitate the commission of Identity Theft.

ARTICLE II - USE OF SOCIAL SECURITY NUMBERS

22-2-1 DEFINITIONS.

"Person" means any individual in the employ of the City.

"Policy" or "Privacy Policy" means this document, as now or hereafter amended.

"Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.

"Social Security Number" means the nine (9) digit number assigned to an individual by the United States Social Security Administration for the purposes authorized or required under the United States Social Security Act of August 14, 1935, as amended (Public Law 74-271).

22-2-2 PROHIBITED ACTIVITIES.

(A) No officer or employee of the City shall do any of the following:

- (1) Publicly post or publicly display in any manner an individual's Social Security Number.
- (2) Print an individual's Social Security Number on any card required for the individual to access products or services provided by the person or entity.
- (3) Require an individual to transmit his or her Social Security Number over the Internet, unless the connection is secure, or the Social Security Number is encrypted.
- (4) Print an individual's Social Security Number on any materials that are mailed to the individual, through the United States Postal Service, any private mail service, electronic mail, or a similar method of delivery, unless Illinois or federal law requires the Social Security Number to be on the document to be mailed. Notwithstanding any provision in this Section to the contrary, Social Security Numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Illinois Unemployment Insurance Act, any material mailed in connection with any tax administered by the Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the Social Security Number. A Social Security Number that may permissibly be mailed under this Section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

(B) Except as otherwise provided in this policy, beginning immediately on the effective date of the City's authorizing Ordinance, no officer or employee of the City shall do any of the following:

- (1) Collect, use, or disclose a Social Security number from an individual, unless (i) required to do so under State or Federal law, rules, or regulations, or the collection, use, or disclosure of the Social Security Number is otherwise necessary for the performance of that agency's duties and responsibilities; (ii) the need and purpose for the Social Security Number is documented before collection of the Social Security Number; and (iii) the Social Security Number collected is relevant to the documented need and purpose.
- (2) Require an individual to use his or her Social Security Number to access an Internet website.
- (3) Use the Social Security Number for any purpose other than the purpose for which it was collected.

- (C) The prohibitions in subsection (B) do not apply in the following circumstances:
- (1) The disclosure of Social Security Numbers to agents, employees, contractors, or subcontractors of the City or disclosure to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the officer or employee of the City must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Policy on the City to protect an individual's Social Security Number will be achieved.
 - (2) The disclosure of Social Security Numbers pursuant to a court order, warrant, or subpoena.
 - (3) The collection, use, or disclosure of Social Security Numbers in order to ensure the safety of: City employees; persons committed to correctional facilities, local jails, and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a City facility.
 - (4) The collection, use, or disclosure of Social Security Numbers for Internal verification or administrative purposes.
 - (5) The collection or use of Social Security Numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit such as a pension benefit or an unclaimed property benefit.
- (D) Any standards of the City for the collection, use, or disclosure of Social Security Numbers that are stricter than the standards under this Policy with respect to the protection of those Social Security Numbers, then, in the event of any conflict with the provisions of this Policy, the stricter standards adopted by the City shall control.

22-2-3 PUBLIC INSPECTION AND COPYING OF DOCUMENTS. Notwithstanding any other provision of this policy to the contrary, all officers and employees of the City must comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's Social Security Number. All officers and employees of the City must redact Social Security Numbers from the information or documents before allowing the public inspection or copying of the information or documents.

22-2-4 APPLICABILITY.

(A) This policy does not apply to the collection, use, or disclosure of a Social Security Number as required by State or Federal law, rule, or regulation.

(B) This policy does not apply to documents that are required to be open to the public under any State or Federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

22-2-5 COMPLIANCE WITH FEDERAL LAW. If a federal law takes effect requiring any federal agency to establish a national unique patient health identifier program, the City shall follow that law.

22-2-6 EMBEDDED SOCIAL SECURITY NUMBERS. Beginning immediately on the effective date of the City's authorizing Ordinance, no officer or employee of the City may encode or embed a Social Security Number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the Social Security Number as required by this Policy.

22-2-7 IDENTITY--PROTECTION REQUIREMENTS.

(A) All officers, employees and agents of the City identified as having access to Social Security Numbers in the course of performing their duties to be trained to protect the confidentiality of all Social Security Numbers. Training shall include instructions on the proper handling of information that contains Social Security Numbers from the time of collection through the destruction of the information.

(B) Only employees who are required to use or handle information or documents that contain Social Security Numbers have access to such information or documents.

(C) Social Security Numbers requested from an individual shall be provided in a manner that makes the Social Security Number easily redacted if required to be released as part of a public records' request.

(D) When collecting a Social Security Number or upon request by the individual, a statement of the purpose or purposes for which the City is collecting and using the Social Security Number be provided.

(E) A written copy of this Privacy Policy, and any amendment thereto, shall be filed with the City Council within **thirty (30) days** after approval of this Policy or any amendment thereto.

(F) The City shall advise its employees of the existence of the Policy and make a copy of this Policy available to each employee and shall also make this Privacy Policy available to any member of the public, upon request and at no charge for a single copy of this Privacy Policy. If the City amends this Privacy Policy, then the City shall also advise its employees of the existence of the amended Policy and make a copy of the amended Policy available to each employee.

22-2-8 PENALTY. Any person who violates any portion of this Article, as now or hereafter amended, shall be subject to a fine of not less than **One Hundred Dollars (\$100.00)** for the first such violation and a fine of not less than **Seven Hundred Fifty Dollars (\$750.00)** for each violation thereafter.

22-2-9 AMENDMENT OF PRIVACY POLICY. The Privacy Policy adopted in this Division and Chapter shall be subject to amendment from time to time by the City Council as the City Council shall deem necessary in its sole discretion in order to maintain the City's compliance with the Illinois Identity Protection Act as now or hereafter amended.

22-2-10 CONFLICT WITH STRICTER LAWS. This Policy does not supersede any more restrictive law, rule, or regulation regarding the collection, use, or disclosure of Social Security Numbers.

[NOTE: This Policy is to comply with Public Act 096-9874 of the State of Illinois, cited as the Identity Protection Act, and codified as Title 30, Act 5, Section 1, et seq., as now or hereafter amended.]

ARTICLE III - FREEDOM OF INFORMATION POLICY

22-3-1 PUBLIC RECORDS AVAILABLE. To the extent required by the Freedom of Information Act, **5 ILCS 140-1 et seq.** the City shall make available to any person for inspection or copying all public records, except as otherwise provided in Section 7 of the Freedom of Information Act, **5 ILCSA 140/7.**

22-3-2 DESIGNATION, DUTIES AND TRAINING OF FREEDOM OF INFORMATION ACT OFFICERS.

(A) The City Administrator/City Clerk is hereby designated to act as Freedom of Information Officer. The Officer shall receive requests submitted to the City under the Freedom of Information Act, ensure that the City responds to requests in a timely fashion, and issue responses under the Freedom of Information Act. The Freedom of Information officer shall develop a list of documents or categories of records that the City shall immediately disclose upon request.

(B) Upon receiving a request for a public record, the Freedom of Information Officer shall:

- (1) Note the date the City receives the written request;
- (2) Compute the date on which the period for response will expire and make a notation of that date on the written request;
- (3) Maintain an electronic or paper copy of the written request including all documents submitted with the request until the request has been complied with or denied; and
- (4) Create a file for the retention of the original request, a copy of the response, a record of written communications with the person making the request, and a copy of other communications regarding the request.

(C) The Freedom of Information Act officers shall successfully complete an electronic training curriculum to be developed by the Public Access Counselor in the office of the Attorney General of the State of Illinois and thereafter successfully complete an annual training program. Thereafter when a new Freedom of Information officer is designated by the City, that person shall successfully complete the electronic training curriculum within **thirty (30) days** after assuming the position. Successful completion of the required training curriculum within the periods provided shall be a prerequisite to continue serving as a Freedom of Information officer.

22-3-3 PROCEDURES. The City shall prominently display at the City Clerk's office, display on its website, make available for inspection and copying, and send through the mail as requested, each of the following:

(A) A brief description of the City, which will include, but not be limited to a block diagram giving its functional departments, the total amount of its operating budget, the number and location of all of its separate offices, the approximate number of full and part-time employees and the identification and membership of any board, commission, committee or council which operates in an advisory capacity relative to the operation of the City, or which exercises control over its policies or procedures; and

(B) A brief description of the methods whereby the public may request information and public records, a directory designating the Freedom of Information officers, the address where request for public records should be directed, and the fees relating thereto.

22-3-4 REQUESTS TO INSPECT OR COPY. All requests to inspect or copy records or documents prepared, maintained or under the control of the City shall be made in the following manner:

(A) All requests shall be in writing, shall state with reasonable particularity what records are to be inspected or copied, shall state whether the records are requested for a commercial

purpose, and shall be signed by the person making the request. The request may be, but is not required to be, submitted on a form provided by the City.

(B) The written request shall be submitted to the City Clerk or to the Mayor. If neither the City Clerk nor the Mayor is available, the request shall be submitted to any employee of the City acting under the direction of the City Clerk.

(C) The Officer receiving the request shall date stamp the request and indicate the date by which a response to the request must be made.

(D) Each request for other than commercial purposes shall be granted or denied in writing within **five (5) business days** after its receipt by the City, except as hereafter stated. The failure to grant or deny a request within **five (5) business days** shall operate as a denial, except as provided hereinbelow.

(E) The time limit set forth hereinabove may be extended for an additional **five (5) business days** by notice in writing to the person making the request of the **five (5) business days** extension. The notification shall state the reason(s) for the **five (5) business day's** extension and contain a date certain on which the requested record(s) will be available. The failure to grant or deny a request within the additional **five (5) business days** shall operate as a denial. The person making the request and the City may agree in writing to extend the time for compliance for a period to be determined by the parties. If the person making the request and the City agree to extend the period for compliance, a failure by the City to comply with any previous deadlines shall not be treated as a denial of the request for the records.

(F) Charges for copies of records and/or documents shall be imposed in accordance with the following:

- (1) No fees shall be charged for the first **fifty (50) pages** of black and white, letter or legal sized copies requested.
- (2) **Fifteen Cents (\$0.15)** for one-sided page for each black and white, letter, legal sized or 11" x 17" copy requested.
- (3) **One Dollar (\$1.00)** for each certified copy requested.
- (4) **Ten Cents (\$0.10)** for each audio recording.

(G) It shall be the responsibility of the person making the request to pick up the requested documents at City Hall. If the person making the request asks the City to mail the documents, he or she shall provide the City with his/her correct mailing address so as to efficiently process all requests. Copies of records requested to be mailed will be forwarded United States Certified Mail to the address provided. Pre-payment of **Two Dollars Fifty Cents (\$2.50)** per ounce shall be required.

(H) When a person requests a copy of a record maintained in an electronic format, the City shall furnish it in the electronic format specified by the person making the request, if feasible. If it is not feasible to furnish the public records in the specified electronic format, then the City shall furnish it in the format in which it is maintained by the City, or in paper format at the option of the person making the request.

22-3-5 REQUEST FOR COMMERCIAL PURPOSES. The City shall respond to a request for records to be used for a commercial purpose within **twenty-one (21) working days** after receipt. The response shall (1) provide to the person making the request an estimate of the time required by the City to provide the records requested and an estimate of the fees to be charged, which the City may require the person to pay in full before copying the requested documents, (2) deny the request pursuant to **one (1)** or more of the exemptions set out in the Freedom of Information Act, **5 ILCS 140/1 et seq.**, (3) notify the person making the request that the request is unduly burdensome and extend an opportunity to the person making the request to attempt to reduce the request to manageable portions, or (4) provide the records requested.

Unless the records are exempt from disclosure, the City shall comply with a commercial request within a reasonable period considering the size and complexity of the request and giving priority to records requested for non-commercial purposes.

It is unlawful for a person to knowingly obtain a public record for a commercial purpose within disclosing that it is for a commercial purpose, and any person obtaining a public record for commercial purpose without disclosing that it is for a commercial purpose shall be fined in accordance with the City Code.

22-3-6 FEES. The City Clerk shall determine when the established fees are subject to waiver or reduction because the release of the requested information is in the public interest.

22-3-7 PUBLIC FILE. The City Clerk shall establish and maintain a central file, open to the public, of all denials of requests for records which shall be indexed according to the exemption utilized to deny a request for records, and to the extent possible, according to the types of records requested.

22-3-8 GRANTING OR DENIAL OF REQUESTS. A request for all records within a category shall be granted unless the request constitutes an undue burden upon the City. Prior to denying a request based upon the burdensome nature of the request, an opportunity to narrow the request to manageable proportions shall be provided. If the attempt to narrow the request fails, the request may be denied because compliance will unduly burden the operations of the City and the burden outweighs the public interest in the information. The denial shall be in writing, specifying the reasons why compliance will be unduly burdensome and the extent to which compliance will so burden the operations of the City. Repeated requests from the same person for the same records that are unchanged or identical to records previously provided are properly denied under the Freedom of Information Act shall be deemed unduly burdensome under this Section.

22-3-9 CERTAIN INFORMATION EXEMPT FROM INSPECTION AND COPYING. If any record exempt from disclosure contains material which is not exempt, the information which is exempt shall be deleted and the remaining information shall be available for inspection and copying.

22-3-10 NOTICE OF DENIAL OF REQUEST; APPEALS.
 (A) If the City denies the request, the City shall notify the person making the request in writing of:

- (1) the decision to deny the request;
- (2) the reasons for the denial, including a detailed factual basis for the application of any exemption claim;
- (3) the names and titles or positions of each person responsible for the denial;
- (4) the right to review by the Public Access Counselor and the address and phone number for the Public Access Counselor; and
- (5) the right to judicial review.

If an exemption is claimed, then the denial must include the specific reasons for the denial, including a detailed factual basis and a citation to support a legal authority.

(B) If the City asserts an exemption under Subsection (1)(c) or (1)(f) of Section 7 of the Freedom of Information Act, it shall, within the time periods provided for Respondent to request, provide written notice to the person making the request and the Public Access Counselor of its intent to deny the request in whole or in part. The notice shall include:

- (1) a copy of the request for access to records;
- (2) the proposed response from the City;
- (3) a detailed summary of the City's basis for asserting its exemption.

If the Public Access Counselor determines that further inquiry is warranted, the procedures set forth in the Freedom of Information Act, as amended from time to time, regarding the review of denials shall be applicable. Times for response compliance by the City to the request shall be tolled until the Public Access Counselor concludes his or her inquiry.

ARTICLE IV - FAIR HOUSING CODE

22-4-1 DECLARATION OF POLICY.

(A) In furthering the policy of the State of Illinois as expressed in its Constitution and other laws; in order that the safety and general welfare, peace and health of all the inhabitants of the City may be ensured, it is hereby declared the policy of the City to assure equal opportunity to all residents, regardless of race, color, religion, national origin or ancestry, sex, creed, or physical disability to live in decent, sanitary, healthful, standard living quarters.

(B) It is the policy of the City that no owner, lessee, sub-lessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease (or otherwise control) any housing accommodation and/or real property within the City, or any agent of these shall refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person or persons or discriminate against any person or persons because of race, color, religion, national origin or ancestry, sex, creed, or disability in the conditions, terms, privileges of the sale, rental or lease of any housing accommodation and/or real property or in the furnishing of facilities and/or services in connection therewith.

(C) Relocation shall be carried out in a manner that will promote maximum choice within the community's total housing supply; lessen racial, ethnic, and economic concentrations; and facilitate desegregation and racially inclusive patterns of occupancy and use of public and private facilities.

22-4-2 DEFINITIONS. Unless a different meaning clearly appears from the context, the following terms shall have the meaning as described in this Section and as used in this Code:

(A) **"Decent, Sanitary, Healthful Standard Living Quarters".** "Decent, sanitary, healthful standard living quarters" is housing which is in sound, clean, and weather tight condition in conformance with applicable local, state, and national codes.

(B) **"Discriminate".** The terms "discriminate" or "discrimination" mean any difference expressed in any way toward a person or persons in the terms of the sale, exchange, lease, rental or financing for housing accommodation and/or real property in regard to such sale, exchange, rental, lease or finance because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person.

(C) **"Financial Institution".** The term "financial institution" means any person, institution or business entity of any kind which loans money to persons and receives as security for said loans a secured interest of any kind in the real property of the borrower.

(D) **"Housing Accommodation".** The term "housing accommodation" includes any building, structure, or portion thereof which is used or occupied, maintained, arranged or designed to be used or occupied as a home, residence or sleeping place of **one (1)** or more human beings, or any real estate so used, designed or intended for such use.

(E) **"Owner".** An "owner" means any person/persons who hold legal or equitable title to or own any beneficial interest in any real property or who hold legal or equitable title to shares of, or hold any beneficial interest in any real estate cooperative which owns any real property and/or housing accommodations.

(F) **"Real Estate Broker".** The term "real estate broker" means any person, partnership, association, corporation and/or agent thereof, who for a fee or other valuable consideration offers, sells, purchases, exchanges or rents, or negotiates for the sale, purchase, exchange or rental of a housing accommodation and/or real property of another, or collects rental for the use of housing accommodation and/or real property of another.

(G) **"Real Property".** The term "real property" means any real estate, vacant land, building, structure or housing accommodations within the corporate limits of the City.

22-4-3 PROHIBITED ACTS. It shall be an unlawful for any owner of real estate, lessee, sub-lessee, real estate broker or salesman, financial institution or employee of the financial institution, advertiser, or agent of any or all of the foregoing, to discriminate against any person or persons because of their race, color, religion, national origin or ancestry, sex, creed, or disability with regard to the sale, exchange or rental, or any dealing concerning any housing accommodation and/or real property.

In addition to the foregoing, it shall also be unlawful for any real estate broker or employee thereof, owner or other person, or financial institution dealing with housing or real property of the City:

(A) To discriminate against any person in the availability of or the price, terms, conditions, or privileges of any kind relating to the sale, rental, lease, or occupancy of any housing accommodation or real property in the City or in furnishing of any facilities or services in connection therewith.

(B) To publish or circulate, or cause to be published or circulated, any notice, statement or advertisement, or to announce a policy, or to use any form of application, for the purchase, lease, rental or financing of real property, or to make any record of inquiry in connection with the prospective purchase, rental or lease of such real estate, which expresses directly or indirectly any discrimination as to race, color, religion, national origin or ancestry, sex, creed or disability of any person.

(C) To discriminate in connection with lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation and/or real property.

(D) To solicit for sale, lease, or listing for the sale or lease, of any housing accommodation and/or real property on the grounds of loss of value because of the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability.

(E) To distribute or cause to be distributed, written material or statements designed to induce any owner of any housing accommodation and/or real property to sell or lease his or her property because of any present or prospective change in the race, color, religion, national origin or ancestry, sex, creed, or disability of persons in the neighborhood.

(F) To make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any housing accommodation and/or real property for the purpose of inducing or attempting to induce the sale or listing for sale of any housing accommodation and/or real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability in the area will or may result in the lowering of property values in the block, neighborhood or area in which the property is located.

(G) For an owner to solicit any real estate broker to sell, rent or otherwise deal with such owner's housing accommodations and/or real property with any limitation on its sale based on race, color, religion, national origin or ancestry, sex, creed or disability.

(H) For an owner to refuse to sell, rent, or otherwise deal with any housing accommodation and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of the proposed buyer or tenant.

22-4-4 PENALTY. Any person convicted of violating any of the provisions of this Code shall be punished by a fine of not less than **One Hundred Dollars (\$100.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)**. Each day a violation continues shall constitute a separate violation. This Section shall in no way abrogate or impair the right of the City to specifically enforce, by any legal means, any of the provisions of this Code.

(65 ILCS 5/11-11.1-1)

(Ord. No. 2016-06; 08-02-16)

ARTICLE V – INVESTMENT POLICY

22-5-1 INVESTMENT POLICY. It is the policy of the City to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all State and local statutes governing the investment of public funds.

22-5-2 SCOPE. This policy includes all public funds of the City.

22-5-3 PRUDENCE. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio.

22-5-4 OBJECTIVE. The primary objective, in order of priority, shall be:

- (A) **Legality.** Conformance with federal, state and other legal requirements.
- (B) **Safety.** Preservation of capital and protection of investment principal.
- (C) **Liquidity.** Maintenance of sufficient liquidity to meet operating requirements.
- (D) **Yield.** Attainment of market rates of return.

The portfolio should be reviewed periodically as to its effectiveness in meeting the City’s needs for safety, liquidity, rate of return, diversification and its general performance.

22-5-5 DELEGATION OF AUTHORITY. Management and administrative responsibility for the investment program is hereby delegated to the Treasurer who may establish written procedures for the operation of the investment program.

22-5-6 ETHICS AND CONFLICTS OF INTEREST. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

22-5-7 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. The Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by creditworthiness.

22-5-8 AUTHORIZED AND SUITABLE INVESTMENTS. Investments may be made in any type of security allowed for in Illinois statutes regarding the investment of public funds. Investments shall be made that reflect the cash flow needs of the fund type being invested.

22-5-9 COLLATERALIZATION. Collateralization may be required, at the discretion of the City, on all funds held in banks or savings and loans above the insured limits provided by the FDIC or FSLIC. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be a minimum of **one hundred two percent (102%)** of market value of principal and accrued interest.

22-5-10 SAFEKEEPING AND CUSTODY. All security transactions, including collateral for repurchase agreements, entered into by the City, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third-party custodian designated by the Treasurer and evidenced by safekeeping receipts and a written custodial agreement.

22-5-11 DIVERSIFICATION. The City shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

22-5-12 MAXIMUM MATURITIES. To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than **two (2) years** from the date of purchase.

Reserve funds may be invested in securities exceeding **two (2) years** if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

22-5-13 INTERNAL CONTROL. The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The internal controls shall address the following points:

- (A) Control of collusion.
- (B) Separation of transaction authority from accounting.
- (C) Custodial safekeeping.
- (D) Written confirmation of telephone transactions for investments and wire transfers.

22-5-14 PERFORMANCE STANDARDS. The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity and credit quality as the portfolio maintained by the Illinois Public Treasurer's Investment Pool (IPTIP).

22-5-15 REPORTING. The Treasurer shall prepare an investment report at least monthly. The report should be provided to the City Council and available upon request. The report should be in a format suitable for review by the general public. An annual report should also be provided to the City Council. A statement of the market value of the portfolio shall be issued to the City Council quarterly.

22-5-16 INVESTMENT POLICY ADOPTION AND MODIFICATION. The investment policy has been adopted by ordinance. The policy shall be reviewed on an annual basis by the Treasurer, and any modifications made thereto shall be made by ordinance.

(See Chapter 12 – Finance)

ARTICLE VI – ETHICS CODE

22-6-1 STATE OFFICIALS AND EMPLOYEES’ ETHICS ACT.

(A) The regulations of Sections 5-15 (**5 ILCS 430/5-15**) and Article 10 (**5 ILCS 430/10-10 through 10-40**) of the State Officials and Employees Ethics Act, **5 ILCS 430/1-1 et seq.**, (hereinafter referred to as the “Act” in this Section) are hereby adopted by reference and made applicable to the officers and employees of the City to the extent required by **5 ILCS 430/70-5**.

(B) The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the City, is hereby prohibited.

(C) The offering or making of gifts prohibited to be offered or made to an officer or employee of the City, is hereby prohibited.

(D) The participation in political activities prohibited under the Act, by any officer or employee of the City, is hereby prohibited.

(E) For the purposes of this Section, the terms “officer” and “employee” shall be defined as set forth in **5 ILCS 430/70-5(c)**.

(F) The penalties for violations of this Section shall be the same as those penalties set forth in **5 ILCS 430/50-5** for similar violations of the Act.

(G) This Section does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of City officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this Section, however, the provisions of this Section shall prevail in accordance with the provisions of **5 ILCS 430/70-5(a)**.

(H) Any amendment to the Act that becomes effective after the effective date of this Section shall be incorporated into this Section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Section by reference without formal action by the corporate authorities of the City.

(I) If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this Section shall be repealed as of the date that the Illinois Supreme Court’s decision becomes final and not subject to any further appeals or rehearings. This Section shall be deemed repealed without further action by the Corporate Authorities of the City if the Act is found unconstitutional by the Illinois Supreme Court.

(J) If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this Section shall remain in full force and effect; however, that part of this Section relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the Corporate Authorities of the City.

(Ord. No. 2022-04; 02-01-22)

ARTICLE VII - EQUAL EMPLOYMENT POLICY

22-7-1 ADOPTION OF CODES. The City hereby declares to uphold, defend, enforce, and advocate for all laws related to Equal Employment Opportunity including, but not limited to, the following:

(A) **Title VI of the Civil Rights Act of 1964** which prohibits discrimination in the participation in or benefits of programs or activities receiving federal financial assistance on the basis of race, color, or national origin.

(B) **Title VII of the Civil Rights Act of 1964** which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges and conditions of employment.

(C) **Title IX of the Education Amendments of 1972** which prohibits discrimination in federally assisted education programs.

(D) **The Equal Pay Act of 1963** which covers all employees who are covered by the Fair Labor Standards Act. The Act forbids pay differentials on the basis of sex.

(E) **The Age Discrimination Act of 1967** which prohibits discrimination because of age against anyone between the ages of **forty (40)** and **sixty-five (65)**.

(F) **Federal Executive Order 11246** which requires every contract with federal financial assistance to contain a clause against discrimination because of race, color, religion, sex, or national origin.

(G) **Section 504 of the Rehabilitation Act of 1973 and DOL Implementing Regulations at 29 CFR 32** which prohibits any discrimination based on disability.

(H) **Section 188 of WIA and the U.S. DOL Regulations at 29 CFR Parts 31 and 32** which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of race, color, or national origin, under any program or activity receiving Federal financial assistance from the Department of Labor.

(I) **Chapter 68, Article I, Section 17-19 of the Illinois Constitution** which prohibits discrimination based on race, color, creed, national ancestry, disability, and sex in the hiring and promotion practices of any employer.

(J) **The Americans with Disabilities Act of 1990** which prohibits any discrimination against qualified individuals with disabilities on the basis of their disability.

(K) **Illinois Human Rights Act (775 ILCS 5)** which prohibits discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.

22-7-2 NON-DISCRIMINATORY PRACTICES. The City will assure non-discriminatory employment practices in recruitment, recruitment advertising, employment, placement, layoff or termination, promotion, demotion or transfer, rate of pay or other forms of compensation and use of facilities.

22-7-3 CONTRACTING WITH NON-COMPLAINTS. The City will not contract with other agencies, banks, businesses, vendors, etc., who practice or establish a pattern of discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military.

(A) The City will incorporate into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary of Labor or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

- (1) In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:
 - (a) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
 - (b) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
 - (c) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
 - (d) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
 - (e) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
 - (f) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain

- compliance with the Act and the Department's Rules and Regulations.
- (g) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

22-7-4 OUTREACH TO ALL. The City assures that it will actively provide nondiscriminatory outreach, selection, and service to all individuals.

22-7-5 MINORITY HIRING. Efforts will be made to hire minority individuals for all job categories so that minority employment in all categories of the work force will represent a proportionate share of minority populations in the City as well as surrounding areas.

22-7-6 ACCOMMODATIONS FOR DISABLED. The City will provide accommodations to the best of its ability for employees with disabilities, contingent on budget and structural limitations.

22-7-7 COMPLIANCE BY EMPLOYEES. All City employees are expected to adhere to the above policy and to work actively for its implementation both internally and in carrying out City program activities.

22-7-8 DESIGNATED ENFORCERS. The City designates the Mayor and the City Council to carry out the EEO/AA plan.

ARTICLE VIII – POLICY PROHIBITING SEXUAL HARASSMENT

22-8-1 PROHIBITION ON SEXUAL HARASSMENT. It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of this City to prohibit harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

22-8-2 DEFINITION OF SEXUAL HARASSMENT. This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

(A) Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(B) Conduct which may constitute sexual harassment includes, but is not limited to:

- (1) **Verbal Harassment.** Sexual innuendoes, suggestive comments, insults, humor, jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements of a sexual nature about other employees, even outside of their presence.
- (2) **Non-verbal Harassment.** Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- (3) **Visual.** Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- (4) **Physical Harassment.** Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- (5) **Textual/Electronic Harassment.** "Sexting" (electronically sending messages with sexual content, including pictures or video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and posts on social network websites like Facebook and Twitter).

(C) The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

22-8-3 PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT.

(A) An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible

by clearly communicating his/her position to the offending employee, and his/her immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

(B) Any employee may report conduct which is believed to be sexual harassment, including the following:

- (1) **Electronic/Direct Communication.** If there is sexual harassment behavior in the workplace, the harassed employee should directly and clearly express his/her objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- (2) **Contact with Supervisory Personnel.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator, or the chief executive officer of the Municipality.
The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Municipality will not be presumed to have knowledge of the harassment.
- (3) **Resolution Outside Municipality.** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the Municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within **three hundred (300) days** of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must also be filed within **three hundred (300) days**.
- (4) **Allegations Made Against an Elected Official by Another Elected Official.** In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be made to the human resources director, the city manager or administrator or the chief elected official of the municipality. The official receiving the request shall take immediate action in keeping with the procurement process of the municipality to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the corporate authorities.

(C) Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the location), including, but not limited to, written records such as letters, notes, memos and telephone messages.

(D) All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

22-8-4 PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS.

(A) No municipal official, municipal agency, municipal employee or municipal office shall take any retaliatory action against any municipal employee or official due to a municipal employee's or official's:

- (1) Disclosure or threatened disclosure of any violation of this policy; or
- (2) Providing information related to an investigation or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy; or
- (3) Assistance with or participation in a proceeding to enforce the provisions of this policy.

(B) For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's or official's involvement in protected activity pursuant to this policy.

(C) No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

(D) Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (**5 ILCS 430/15-10**) provides whistleblower protection from retaliatory action, and this policy prohibits retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- (1) Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of any officer, member, agency or other employee that the employee reasonably believes is in violation of a law, rule, or regulation; or
- (2) Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law, rule or regulation by any officer, member, agency or other employee; or
- (3) Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act or this policy.

(E) Pursuant to the Whistleblower Act (**740 ILCS 174/15(a)**), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, before a legislative commission or committee or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule or regulation. (**740 ILCS 174/15(b)**).

(F) According to the Illinois Human Rights Act (**775 ILCS 5/6-101**), it is a civil rights violation for a person, or for two or more people to conspire to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

(G) An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge within **three hundred (300) days** of the alleged retaliation.

22-8-5 CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT.

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in **5 ILCS 430/5-65**, may be subject to a fine of up to **Five Thousand Dollars (\$5,000.00)** per offense, applicable disciplinary actions or discharge by the Municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a

separate offense. Any discipline imposed by the Municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

22-8-6 CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT. A false report is a report of sexual harassment made by an accuser to accomplish an outcome other than stopping sexual harassment or stopping retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the Illinois State Police, a State's Attorney, the Attorney General or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to **Five Thousand Dollars (\$5,000.00)** against any person who intentionally makes a false, frivolous or bad faith allegation.

(Ord. No. 2020-08; 05-19-20)

**ARTICLE IX – STANDARDS OF ETHICAL CONDUCT TO ADDRESS
FRAUD, WASTE AND ABUSE**

22-9-1 POLICY. In the spirit of sound and ethical governance and other applicable laws and regulations, the City believes that the ethical conduct of those in public service is of utmost importance. This policy is set forth in order to address fraud, waste and abuse in City government and establishes reasonable standards of ethical conduct for all City employees and officers. It is the intent of this policy to establish minimum expectations relative to employee and officer behavior and conduct in the execution of their duties as representatives of the City.

22-9-2 SCOPE. This policy applies to all City employees and officers (hereinafter “employees”). This policy is not intended to be all-inclusive or address every possible eventuality or circumstance. Instead, it is intended to establish reasonable standards and provide guidance relative to the ethical conduct of City employees while fulfilling the expectations of City residents.

22-9-3 INTERPRETATION. This policy does not supplant any of the City’s labor contracts or Memoranda of Understanding (MOUs). Should this policy conflict with any law, regulation, or labor contract of which the City or its employees may be subject, that law, regulation, or contract shall take precedence. In the event this policy conflicts with any precedent or past practice of the City, management will resolve that conflict by means consistent with established procedures or practices.

22-9-4 DEFINITIONS.

(A) **Fraud, Waste and Abuse.** Any illegal, wasteful, or improper activity involving City assets or resources. It includes theft by means of deception, deceit or trickery; willful misrepresentation to obtain something of value; and the extravagant, careless or needless expenditure or consumption of City resources, whether intentional or not.

(B) **Fraud.** Theft by means of deception, deceit or trickery. Examples include but are not limited to forging or altering a City warrant or check; charging personal expenses to the City; or claiming overtime when not worked.

(C) **Waste.** The unnecessary or pointless consumption of resources, time or labor. Examples include but are not limited to using more of something when less will do; performing tasks that do not need to be performed; or maintaining excessive inventories.

(D) **Abuse.** Misuse of power, authority or control. Examples include but are not limited to using one’s authority to direct employees to perform non-City related work; causing employees to work overtime without compensation; or using City assets for non-City business without proper permission.

Additional definitions of terms to fraud, waste and abuse include:

(E) **Asset.** Anything of value, whether tangible or intangible. Examples include, but are not limited to cash, tools, equipment, fuel, office supplies and time.

(F) **Conflict of Interest.** Any circumstance in which the interests, duties, obligations or activities of an employee or an employee’s immediate family member are in conflict or incompatible with the interests of the City, the duties and obligations of the employee, or his or her capacity as an employee. Examples include but are not limited to: City employees bidding on City contracts; influencing City policy or activities for personal gain; or disclosing confidential City information to a friend or relative in order to assist them or benefit themselves.

(G) **Employee.** Any individual classified by the City as a full-time, part-time, seasonal, temporary full-time, temporary part-time, or per diem employee or officer of the City.

(H) **Gifts.** Any payment or item that gives a personal benefit to the recipient to the extent that something of equal or greater value is not received and includes a discount or rebate, unless the discount or rebate is available to all members of the public.

(I) **Immediate Family.** A spouse or dependent child of the employee.

- (J) **Reasonable Person.** Any person of average competence and ability to reason.
 (K) **Third Party.** Any person or entity other than an employee of the City or the City itself.

22-9-5 EXPECTATIONS. City employees shall adhere to and uphold this policy both in practice and in spirit. It is expected that employees act in the public's interest first and not their own. It is further expected that their behavior, both on the job and off, reflects positively on the City, its reputation, and its employees. Pursuant to this policy, an employee's duties and responsibilities include, but are not limited to:

(A) **Duty to Protect the Reputation of the City.** It is the duty of every employee to uphold and protect the good reputation of the City and his or her fellow workers.

(B) **Duty to Obey the Law.** It is the responsibility of every employee to obey the law in the execution of his or her duties. Ignorance of the law or a particular regulation may not be considered an excuse for committing a violation or oversight.

(C) **Duty to Comply with City Policies.** It is the responsibility of every employee to comply with all City policies.

(D) **Conflicts of Interest Must be Avoided.** In the broadest sense of the meaning, no employee shall engage in a behavior that may appear to be or give rise to a conflict of interest between him or herself and that employee's official capacity or duties. Should a conflict of interest arise, the employee involved shall report it in the manner described below.

(E) **Disqualification from Acting on City Business.** An employee shall disqualify him or herself and shall not act on any matter in which he or she, a member of his or her immediate family, or another employer of the employee has a financial interest.

(F) **Prohibition of Certain Financial Interest or Activity.** No employee, regardless of any prior disclosure, who has a material interest, personally or through a member of his or her immediate family, in any business entity doing or seeking to do business within the City shall influence or attempt to influence the selection of the business entity or the making of a contract between such business entity and the City. Employees may not have financial interests in contracts.

(G) **Solicitation of Gifts or Loans is Prohibited.** No employee shall solicit anything of monetary value (even such things which might be returned or repaid) if it would appear to have been solicited with intent of obtaining something in return. Nothing shall prohibit contributions of gifts including political contributions, which are reported in accordance with applicable law or which are accepted on behalf of the City.

(H) **Gifts in Excess of the \$300 Annual Gift Limitation Amount are Prohibited.** No employee or family member of an employee shall accept gifts that exceed an aggregate value of the adjusted annual gift limitation amount in accordance with Government Code in any **twelve (12) consecutive months** from an individual or entity that is doing business with the City.

(I) **Improper Disclosure of Privileged, Personal or Confidential Information.** Unless expressly authorized, no employee shall intentionally disclose privileged, personal or confidential information obtained as a result of, or in connection with, his or her employment with the City for any purpose. Privileged, personal or confidential information does not include information that is a matter of public knowledge or that is available to the public on request. Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state and federal constitutions as well as labor or other applicable laws.

(J) **Improper Using One's City Employment.** No employee shall use or permit the use of any City assets for a non-City purpose that is for the private benefit of the employee or any other person unless available on equal terms to the general public.

(K) **Improper Influence.** No employee, except in the course of his or her official duties, shall assist any person in any transaction with the City when such employee's assistance would appear to a reasonable person to be enhanced by that employee's position with the City for their own personal benefit. This subsection shall not apply to any employee appearing on his own behalf or representing himself as to any matter in which he has a proprietary interest, if not otherwise prohibited by law.

(L) **Duty to Identify, Report and Work to Eliminate Fraud, Waste and Abuse.** It is the responsibility and duty of every employee to identify, report and work to eliminate fraud, waste and abuse at all levels of the City administration and operations. Employees are encouraged to bring to the attention of management any opportunity to reduce or eliminate fraud, waste and abuse.

(M) **Duty to Cooperate.** It is the duty of every employee to cooperate in an investigation involving a violation or an alleged violation of this policy. Upon the City's request, an employee will participate and fully cooperate in any investigation. This policy does not preclude an employee from exercising his or her Constitutional rights or those afforded to him or her by a City recognized labor contract. However, the exercising of one's rights does not preclude City from disciplining an employee for his or her failure to participate or cooperate in an investigation if the City may lawfully do so.

(N) **Handling of Anonymous Complaints or Allegations of Violations of this Policy.** Employees are prohibited from attempting to identify or intentionally exposing the identity of any party making an anonymous report or complaint pursuant to this policy.

22-9-6 REPORTING. Employees are expected to report all violations or suspected violations of this policy to management in a timely and professional manner. The City recognizes that the reporting party may desire or require anonymity. Thus, anonymous reports or concerns may be reported by any party to the City President or the City Trustees. It is the duty of every employee to report any known violation of this policy or what would appear to a reasonable person to be a violation of this policy. Employees are reminded that they may report anonymously any actions that detract from the efficiency and effectiveness of City operations include, but not limited to, fraud, waste, abuse, ethics violations, retaliation, discrimination and safety violations. It is a violation of this policy to retaliate against an employee who makes a report anonymously under Illinois Labor Code. The Illinois State Attorney General's Whistleblower Hotline number is (888) 814-4646.

22-9-7 INVESTIGATION AND ENFORCEMENT. All violations or alleged violations of this policy will be investigated. As stated above, it is the duty of every employee to cooperate in an investigation involving a violation or an alleged violation of this policy. Upon the request of the City, an employee will participate and fully cooperate in any investigation, whether conducted by the City or its agent(s). If as a result of good faith investigation and a resultant reasonable conclusion that a violation of this policy has occurred, the offending employee may be subject to disciplinary action up to and including termination.

ARTICLE X – WHISTLEBLOWER PROTECTION POLICY

22-10-1 PURPOSE. The City provides whistleblower protections in two important areas: confidentiality and against retaliation. The confidentiality of a whistleblower will be maintained to the extent allowable by law, however, an identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. A whistleblower may also waive confidentiality in writing. The City will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, and/or threats of physical harm. Any whistleblower who believes they are being retaliated against must submit a written report to the Auditing Official within **sixty (60) days** of gaining knowledge of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

[NOTE: All references to Section 4.1 are found in Exhibit "B" attached herein.]

22-10-2 DEFINITIONS.

(A) **Whistleblower** means an employee, as defined in this Section, of the City who:

- (1) Reports an improper governmental action as defined under **50 ILCS 105/4.1** (hereinafter Section 4.1);
- (2) Cooperates with an investigation by an Auditing Official related to a report of improper governmental action; or,
- (3) Testifies in a proceeding or prosecution arising out of an improper governmental action.

(B) **Auditing Official** means any elected, appointed or employed individual, by whatever name, in the City whose duties may include receiving, registering, and investigating complaints and information concerning misconduct, inefficiency and waste within the City; investigating the performance of officers, employees, functions and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the City.

- (1) The City hereby designates the following **three (3) persons** as alternative auditing officials pursuant to **50 ILCS 105/4.1**: (a) the City Administrator, (b) the City Attorney, or (c) the City Mayor. A City employee or contractor of the City wishing to make a written report relative to an alleged improper governmental action shall provide such written report to such alternate auditing official as he or she believes to be more appropriate, given the nature of his or her complaint.
- (2) If the City does not designate an Auditing Official, the Auditing Official defaults to the State's Attorney of Union County.

(C) **Employee** means anyone employed by the City, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. Employee also includes members of appointed boards or commissions, whether paid or unpaid. Employee also includes persons who have been terminated because of any report or complaint submitted under Section 4.1.

(D) **Contractor** means a person or company that undertakes a contract to provide materials or labor to perform a service or do a job for the City.

(E) **Improper governmental action** means any action by an employee of the City; an appointed member of a board, commission, or committee; or an elected official of the City that is undertaken in violation of a federal or state law or local ordinance; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected officials, board member's, commission member's or committee member's official duties to be subject to claim of "improper governmental action."

Improper governmental action does not include the City's personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay,

dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

(F) **Retaliate, retaliation or retaliatory action** means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under Section 4.1. Retaliatory action includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantial letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under Section 4.1.

22-10-3 DUTIES OF AN AUDITING OFFICIAL. Each Auditing Official shall establish written processes and procedures consistent with the terms of this policy and best practices for investigations for managing complaints filed under Section 4.1, a copy of which is attached hereto as **Exhibit "B"**. Each Auditing Official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures, and all other provisions of Section 4.1.

The Auditing Official must provide each employee a written summary or a complete copy of Section 4.1 upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable Auditing Official, a copy of which is attached hereto as **Exhibit "B"**.

Auditing Officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

In instances where an Auditing Official determines that restitution will not suffice, the Auditing Official may make their investigation findings available for the purposes of aiding in that employee's, or the employee's attorney's, effort to make the employee whole.

Auditing Officials are responsible for reading the full context of Section 4.1 and complying with all requirements.

If no Auditing Official is designated, the State's Attorney of Union County will be the default Auditing Official.

22-10-4 DUTIES OF AN EMPLOYEE. All reports of illegal and dishonest activities will be promptly submitted to the Auditing Official who is responsible for investigating and coordinating corrective action.

If an employee has knowledge of, or a concern of, improper governmental action, the employee shall make a written report of the activity to the Auditing Official. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; a designated Auditing Official is charged with these responsibilities.

22-10-5 EMPLOYEE ACKNOWLEDGEMENT. Employees are required to sign a written acknowledgement that they have received, read, and understand this Policy, and to submit that acknowledgement to the Auditing Official or other designated official of the City. The form that follows this policy will satisfy this requirement upon receipt. **(See Exhibit "A")**

(Ord. No. 2021-18; 09-21-21)

EXHIBIT "A"

EMPLOYEE ACKNOWLEDGEMENT OF WHISTLEBLOWER PROTECTION POLICY

I confirm that I have received, read, and understand the "Whistleblower Protection Policy" for employees of the City.

I understand that as an employee, it is my responsibility to abide by this Policy. If I have questions about this Policy, I understand it is my responsibility to seek clarification from the proper supervisory department, the Auditing Official or the State's Attorney of Union County.

Print Name: _____

Employee Signature: _____

Date: _____

EXHIBIT "B"

STATE STATUTE
(50 ILCS 105/4.1)

Sec. 4.1. Retaliation against a whistleblower.

(A) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

- (1) reports an improper governmental action under this Section;
- (2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or
- (3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(B) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(C) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(D) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(E) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(F) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

- (1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.
- (2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(G) A person who engages in prohibited retaliatory action under subsection (A) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(H) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(I) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board members', commission member's, or committee member's official duties to be subject to a claim of "improper governmental action." "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate," "retaliation," or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

Process and Procedure for Reporting and Investigating Complaints:

All complaints pursuant to the Whistleblower Protection Policy, Ordinance 2021-18, will be investigated and resolved in a timely manner by the Auditing Official or State's Attorney of Union County (where appropriate). Where a complaint alleges improper governmental action or retaliatory action on the part of the Auditing Official, the complaining individual should submit the complaint to the State's Attorney of Union County. Employees may use the form below when making a report.

The Auditing Official or State's Attorney of Union County will acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

The process and procedure for reviewing and resolving complaints will typically involve the following steps, although the Auditing Official or State's Attorney may, in his or her discretion, modify the process and procedure as deemed necessary to conduct an appropriate investigation;

1. A meeting will typically be held between the individual making the complaint and Auditing Official or State's Attorney to investigate the complaint. Important data to be provided by the complaining individual includes the following:

- a. A description of the specific improper governmental action or retaliatory action;
- b. Identification of all person(s) who engaged in the conduct;
- c. The location where the conduct occurred;
- d. The time when the conduct occurred;
- e. Whether there were any witnesses to the conduct;
- f. Whether conduct of a similar nature has occurred on prior occasions;
- g. Whether there are any records which would support the complaining individual's allegations;
- h. What impact the conduct has had on the complaining individual.

2. The alleged offending individual will be contacted by the Auditing Official or the State's Attorney. The alleged offending individual will be advised of the charges brought against him or her. The alleged offending individual will have an opportunity to fully explain his or her position, and may also submit a written statement, and any supporting records, if desired.

3. After the alleged offending individual is interviewed, any witnesses identified by either the complaining individual or the alleged offending individual may be interviewed separately.

4. Any relevant records will be reviewed, and any other investigation deemed necessary will be conducted.

5. Once this investigation is completed, the Auditing Official or the State's Attorney will take such action as is appropriate based upon the information obtained in the investigation.

6. The following remedies are available to employees subjected to adverse actions for reporting improper government action:

- a. The Auditing Official may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

MANDATED POLICIES EXHIBIT "B"

- b. In instances where the Auditing Official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.
- 7. A person who engages in prohibited retaliatory action under Section 4.1 of the Act is subject to the following penalties: A fine of no less than \$500 and no more than \$5,000; Suspension without pay; Demotion; Discharge; Civil or criminal prosecution; or any combination of these penalties, as appropriate.

(See 50 ILCS 105/4.1)

**CITY OF ANNA
WHISTLEBLOWER PROTECTIONS CODE, PROCESS AND FORMS**

Complaint of Improper Governmental Action and/or Retaliation

Employee Name: _____

Position Held: _____

Employee Address: _____

Employee Phone Number: _____

Date: _____

Nature of Complaint (check all that apply):

_____ Violation of federal, state, or local law, rule or regulation

If you checked the box above, identify the specific law, rule, or regulation you believe was violated _____

_____ Abuse of authority

_____ Violation of public trust or expectation

_____ Substantial and specific danger to public health or safety

_____ Gross waste of public funds

_____ Conflict of interest

_____ Unethical conduct

_____ Retaliation

Provide the name, title and contact information for any person who engaged in the conduct about which you are complaining.

Provide the name, title, and contact information for any person(s) who witnessed or may have knowledge of the conduct about which you are complaining:

Do you have any records that support the allegations of your complaint? _____

If you answered "yes" to the previous question, please attach the records to this form.

Describe the effect that the complained of conduct has had on you:

Signature of Complaining Employee

CHAPTER 23 – MANUFACTURED HOUSING CODE

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CHAPTER 23

MANUFACTURED HOUSING CODE

ARTICLE I – GENERAL PROVISIONS

23-1-1 DEFINITIONS. The terms used in this Code shall be in addition to those contained in Ordinance 81-2, the Zoning Code of the City, and shall have the following meanings:

"APPLICANT" means any person making application for a license or permit.

"CORPORATE AUTHORITIES" shall mean the Mayor and the City Council.

"IMMOBILIZED MANUFACTURED HOME": As applied to a manufactured home, "immobilize" means to remove the wheels, tongue and hitch and to affix to a permanent foundation. The term implies that, once affixed to a permanent foundation, the destruction of said foundation would be necessary in order to move the dwelling to another location.

"LICENSE" means a license certificate issued by the City allowing a person to operate and maintain a manufactured home park under the provisions of this Code and the rules and regulations issued hereunder.

"LICENSEE" means any person having a license or permit under this Chapter.

"MANUFACTURED HOME" means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of its construction to the location or subsequent location at which it is intended to be a permanent habitation and designed to permit the occupancy thereof as a dwelling place for **one (1)** or more persons. The term shall only include manufactured homes constructed after **June 30, 1976**, in accordance with the Federal **"National Manufactured Housing Construction and Safety Standards Act of 1974"**. Compliance with this standard is indicated by a 2-inch by 4-inch metal plate attached to the exterior taillight end of the manufactured home. The average width and/or length of the living area (excluding garages, carports, porches, or attachments) of a manufactured home shall not exceed a ratio of 3 to 1. As with all residences, a manufactured home shall have a minimum 4/12 pitch roof with residential style siding and roofing, **six (6) inch** minimum eave overhang, and shall have a minimum living area of not less than **nine hundred (900) square feet**. Provided that any such structure resting on a permanent foundation with wheels, tongue and hitch permanently removed shall not be construed as a **"manufactured home"** but shall be an **"immobilized manufactured home"**. A manufactured home should not be confused with a **"camping trailer"** or **"recreational vehicle"**. **(See 210 ILCS 115/2.10)**

"MANUFACTURED HOME, DEPENDENT" means a manufactured home which does not have a toilet and bath or shower facilities. **(See 210 ILCS 115/2.3)**

"MANUFACTURED HOME, DOUBLE-WIDE" consists of **two (2) mobile units** joined at the side into a single home but kept on their separate chassis for repeated transportation to a site.

"MANUFACTURED HOME, INDEPENDENT" means a manufactured home which has self-contained toilet and bath or shower facilities. **(See 210 ILCS 115/2.4)**

"MANUFACTURED HOME LOT" means a parcel of land for the placement of a manufactured home and the exclusive use of its occupants.

"MANUFACTURED HOME PAD" means that part of an individual manufactured home space or lot beneath the manufactured home, including the concrete portion of the pad.

"MANUFACTURED HOME PARK" means a tract of land or **two (2)** or more contiguous tracts of land upon which contain sites with the necessary utilities for **two (2)** or more independent manufactured homes for permanent habitation either free of charge or for revenue purposes, and shall include any building, structure, vehicle, or enclosure used or intended for use as a part of the equipment of such manufactured home park. Separate ownership of contiguous tracts of land shall not preclude the tracts of land from common licensure as a manufactured home park if they are maintained and operated jointly. Neither an immobilized manufactured home nor a motorized recreational vehicle shall be construed as being a part of a manufactured home park. **(See 210 ILCS 115/2.5)**

"MANUFACTURED HOME SALES AREA" means a parcel of land used for the display, sale, and repair of new or used manufactured homes.

"MANUFACTURED HOME SPACE" means a portion of a manufactured home park designed for the use or occupancy of **one (1) manufactured home**.

"MANUFACTURED HOUSING UNIT" includes all forms of housing units listed in this Section and as regulated in this Code.

"MOBILE HOME" means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of its construction to the location or subsequent location at which it is intended to be a permanent habitation and designed to permit the occupancy thereof as a dwelling place for **one (1)** or more persons. The term "mobile home" shall only include homes constructed prior to June 30, 1976, not in accordance with the Federal "National Manufactured Housing Construction and Safety Standards Act of 1974".

"MODULAR HOME": A modular home is a factory-fabricated single-family home built in **one (1)** or more sections. The average width and/or length of the living area (excluding garages, carports, porches, or attachments) of a modular home shall not exceed a ratio of 3 to 1. All modular homes shall be placed on a full perimeter foundation, extending below the frost depth. All wheels and towing devices shall be removed. As with all residences, a modular home shall have a minimum 4/12 pitch roof with residential style siding and roofing, **six (6) inch** minimum eave overhang, and shall have a minimum living area of not less than **nine hundred (900) square feet**. Modular homes shall have a yellow seal in the shape of the State of Illinois on the electrical panel box of the home or on the inside of the kitchen sink cabinet. Local officials may require additional items other than the minimum state requirements such as the National Manufactured Home Construction and Safety Standards (HUD Code) or the International Building Code (IBC). All structures shall be placed on a permanent foundation in order that they may be assessed as real estate.

"OWNER" or "OPERATOR" means the licensee.

"PERMANENT FOUNDATION" for a manufactured home, means a continuous perimeter foundation of material such as mortared concrete block, mortared brick, or concrete that extends into the ground below the established frost depth and to which the home is secured with foundation bolts at least **one-half (1/2) inch** diameter, spaced at intervals of no more than **six (6) feet** and within **one (1) foot** of the corners, and embedded at least **seven (7) inches** into concrete foundations or **fifteen (15) inches** into block foundations.

"PERMANENT HABITATION" means a period of **two (2) or more months**.

"PERMIT" means a certificate issued by the Building or Zoning Inspector, permitting the construction, alteration, or reduction in number of spaces of a manufactured home park under the provisions in this Code.

"PERSON" means any individual, group of individuals, association, trust, partnership, corporation, person doing business under an assumed name, county, municipality, the State of Illinois, or any political subdivision or department thereof or any other entity.

"REVOCATION" means to declare invalid a permit or license issued to the applicant or licensee by this City for an indefinite period of time.

"SITE" means the lot on which the manufactured home is located for permanent habitation. **(See 210 ILCS 115/2.7)**

"SPACE" shall be synonymous with **"Manufactured Home Space"**.

"SUSPENSION" means to declare invalid a permit or license issued to the applicant or licensee by this City for a temporary period of time with an expectation of resumption.

23-1-2 STATE REQUIREMENTS ADOPTED BY REFERENCE. The Illinois Manufactured Home Park Act and the Manufactured Home Tiedown Act (77 Ill. Adm. Code 870) of the Illinois Compiled Statutes, Chapter 210, Section 115/1 et seq., as passed, approved and amended by the Illinois General Assembly are hereby adopted by the City. The applicable provisions as they pertain to manufactured homes and immobilized manufactured homes shall be controlling within the corporate limits of the City.

23-1-3 MANUFACTURED HOUSING ACT ADOPTED. The Illinois Manufactured Housing and Manufactured Home Act, as passed and approved by the Illinois General Assembly is hereby adopted by the City, the applicable provisions as they pertain to manufactured homes and immobilized manufactured homes shall be controlling within the City. **(See 430 ILCS 115/1 et seq.)**

23-1-4 ILLINOIS DEPARTMENT OF PUBLIC HEALTH ADOPTED AND REGULATIONS. The Manufactured Home Community Code as approved by the Illinois Department of Public Health (1998) is hereby adopted by the City. The applicable provisions as they pertain to the Manufactured Home community shall be controlling within the corporate limits.

23-1-5 NATIONAL SAFETY STANDARDS. No manufactured home or immobilized manufactured home shall be located in the City unless the unit has the National Manufactured Housing Construction and Safety Standards metal seal affixed thereto.

23-1-6 SKIRTING. Skirting shall be used to conceal all underpinning, plumbing, and support piers whether on a permanent foundation or otherwise. All skirting shall be installed on all manufactured housing units within **sixty (60) days** of the placement of the unit.

23-1-7 FIRE EXTINGUISHERS. All manufactured housing units located in the City shall be equipped with a fire extinguishing apparatus capable of extinguishing all types of fires. Such

extinguishers shall be of sufficient size so that they will reasonably protect the manufactured housing units. All fire extinguishers shall be approved by the Fire Chief or his designated representative prior to installation of the manufactured home. **(See 425 ILCS 60/1-60/4)**

23-1-8 INSPECTION. All Manufactured Housing units located within, or to be located within, the corporate limits of the City, shall be subject to inspection in conformity with all City ordinances.

23-1-9 OFF-STREET PARKING. Every owner of a manufactured housing unit shall provide for an off-street parking area of **four hundred (400) square feet.**

23-1-10 PROHIBITED RESIDENTIAL USES.
(A) **Dependent Manufactured Home.** It shall be unlawful to locate a dependent manufactured home in the City unless placed in a state-licensed travel trailer park.
(B) **Independent Travel Trailer.** It shall be unlawful to reside in an independent travel trailer in the City unless it is located in a state-licensed travel trailer park.
(C) **Manufactured Home.** It shall be unlawful to locate a manufactured home or a mobile home in a state-licensed travel trailer park without written permission of the City Council.

23-1-11 CARBON MONOXIDE ALARM DETECTORS. Each unit shall be equipped with a carbon monoxide alarm detector as prescribed by state statute. **(See 430 ILCS 135/1 et seq.)**

23-1-12 SMOKE AND FIRE DETECTORS. Each unit shall be equipped with smoke and fire detectors as prescribed by state statute.

23-1-13 AGE OF MANUFACTURED AND MOBILE HOMES. It shall be unlawful to locate a Manufactured or Mobile home into the City if it is **ten (10) years old** or older. All units shall be inspected.

ARTICLE II - IMMOBILIZED MANUFACTURED HOMES

23-2-1 IMMOBILIZED MANUFACTURED HOMES. All immobilized manufactured homes located in the City shall be classified as real estate; therefore, it is mandatory for all persons owning, operating, renting, or leasing an existing manufactured home outside a manufactured home park to remove or cause to have removed the wheels or any other transportation device from the manufactured home. The owner or lessor shall permanently fix it to the ground in a manner that conforms to the definition of an immobilized manufactured home. All existing manufactured homes, when replaced, shall comply with the immobilization provisions of this Code.

23-2-2 PERMIT - FEE. All persons seeking to locate or replace a manufactured home or an immobilized manufactured home outside a manufactured home park shall obtain a **Zoning Permit** from the City Clerk or Building Inspector. No utility services shall be connected to the unit until the City has issued the appropriate permits. The fee to locate or relocate a manufactured home or immobilized manufactured home shall be **Two Dollars (\$2.00)** for every **One Thousand Dollars (\$1,000.00)** of purchase price of the manufactured/mobile home.

23-2-3 LOT SIZE. The minimum lot size for the location of an immobilized manufactured home unit shall be established in the City's Zoning Code. All units shall be located in the City in conformity with the requirements of that Code.

23-2-4 CONCRETE PADS. All immobilized manufactured homes shall conform to the specifications for these units as provided in the definition in **Section 23-1-1.**

23-2-5 LIMIT OF UNITS. There shall be **only one (1)** immobilized manufactured home per lot in the City.

ARTICLE III - MANUFACTURED HOME PARKS

DIVISION I - ADMINISTRATION REQUIREMENTS

23-3-1 COMPLIANCE WITH STATUTES, APPLICABILITY OF ARTICLE. Every manufactured home park hereafter established in the City shall, at a minimum, conform to the requirements of:

(A) The Illinois **Manufactured Home Park Act** and the **Manufactured Home Tiedown Act (77 Ill. Adm. Code 870)** of the **Illinois Compiled Statutes, Chapter 210, Section 115/1 et seq., as passed, approved and amended by the Illinois General Assembly** are hereby adopted by the City. The applicable provisions as they pertain to manufactured homes and immobilized manufactured homes shall be controlling within the corporate limits of the City.

(B) The **Manufactured Home Community Code** as approved by the **Illinois Department of Public Health (1998)** is hereby adopted by the City. The applicable provisions as they pertain to Manufactured Home community shall be controlling within the corporate limits.

(C) **This Code.**

(D) Zoning Code.

(E) Property Maintenance Code (See Chapter 6).

In case of conflict between any provisions of the above, the more stringent requirement shall prevail.

23-3-2 PERMITTING AND PLANNING A PARK. Any person seeking to establish, operate, alter, or expand a manufactured home park shall obtain a permit to construct or a license to operate a manufactured home park.

"Construct or operate a manufactured home park", as used in this Code shall include, but not necessarily be limited to supplying or maintaining common water, sewer, or other utility supplies or services, or the collection of rents directly or indirectly from **two (2)** or more independent manufactured homes. **(All plans shall be submitted to the City Council for approval prior to the granting of a permit.)**

23-3-3 LOCAL GOVERNMENT REQUIREMENTS. A permit does not relieve the applicant from complying with this Code or other ordinances applicable thereto. **(See Zoning Code.)**

23-3-4 PERMITS. The City Council shall review each application and plan documents submitted. When the application and plan documents are found to be in compliance with the **"Manufactured Home Community Code"**, as approved by the **Illinois Department of Public Health**, the City Council or its designee may issue the proper permit to construct or alter a manufactured home park to the applicant. Permits shall be valid for **one (1) year from date of issue.**

23-3-5 INSPECTION OF MANUFACTURED HOME PARK. Upon completion of the proposed construction of a manufactured home park or the proposed alteration of a manufactured home park, the applicant shall notify the City or the designated official in order that an inspection of the complete facilities can be made.

23-3-6 VIOLATION PROCEEDINGS. Any license granted hereunder shall be subject to revocation or suspension by the Mayor. However, the Mayor or his representative shall first serve or cause to be served upon the licensee a written notice in which shall be specified the way or ways in which such licensee has failed to comply with the statutes, or any rules or regulations promulgated by the

City pertaining thereto. The notice shall require the licensee to remove or abate such nuisance, unsanitary or objectionable condition, specified in such notice within **five (5) days** or within a longer period of time as may be allowed by the City Council. If the licensee fails to comply with the terms and conditions of the notice within the time specified or such extended period of time, the Mayor or his representative may revoke or suspend such license.

23-3-7 INITIAL PERMIT REQUIRED. Each manufactured home that locates on a lot in a manufactured home park shall secure an initial Building or Zoning Permit from the City. **(See Zoning Code)**

23-3-8 - 23-3-9 RESERVED.

DIVISION II - DESIGN AND CONSTRUCTION REQUIREMENTS

23-3-10 PLAN DOCUMENT. In order to obtain a permit to construct or an original license to operate a manufactured home park, the applicant shall file with the City a written application and plan documents and such plan documents shall be prepared by a registered engineer or architect licensed to practice in the State of Illinois, with registration seal affixed. **Two (2) copies** of the plan document shall accompany the application filed with the City Clerk to obtain a permit to construct or alter a manufactured home park or an original license to operate a manufactured home park, not previously licensed by the City. These plans shall include, but not be limited to the design and construction criteria set forth herein.

23-3-11 APPLICATION.
(A) Every applicant shall file with the City Clerk a written application and plan documents for the proposed construction or alteration of a manufactured home park.

(B) The application shall be completed by the applicant and the engineer or architect and shall include:

- (1) The full name and address of the applicant or applicants, or names and addresses of the partners if the applicant is a partnership, or the names and addresses of the officers if the applicant is a corporation, and the present or last occupation of the applicant at the time of the filing of the application. If the applicant is a corporation, a copy of the certificate of incorporation must be filed with the application.
- (2) The proposed method of lighting the structures and land upon which the manufactured home park is to be located.
- (3) The plot plans of the manufactured home park, building plans and specifications for existing buildings and facilities, and the plans and specifications for new buildings and facilities or the proposed alterations in existing facilities.
- (4) An affidavit of the applicant as to the truth of the matters contained in the application shall be attached.
- (5) Each application shall be accompanied by an application fee of **Three Hundred Dollars (\$300.00)** for a permit to construct, or an application fee of **One Hundred Fifty Dollars (\$150.00)** for a permit to alter to increase the size of the park.

23-3-12 LOCATION.

(A) Subject to Chapter 40 Zoning Code and Chapter 6 Property Maintenance Code, sites selected for manufactured home development shall be well-drained and free from topographical or geological hinderances and from other conditions unfavorable to a proper residential environment. The manufactured home development shall not be located near swamps, wetlands, marshes, or other breeding places of insects, rats, mice or other rodents. When a good, natural drainage is not available, storm water drainage shall be provided and such drainage shall not endanger any water supply or surface watercourse.

(B) The City Council may authorize a site survey to ascertain that the proposed location complies with the above requirements. **(See Chapter 14 - Flood Plain Code)**

23-3-13 ROADWAYS AND PARKING.

(A) All streets and driveways in every park shall be constructed in compliance with the City's Subdivision Code.

(B) All streets in parks constructed shall have a minimum right-of-way of **fifty (50) feet** and a minimum road width of **thirty-two (32) feet** for the purpose of this Code, and shall be considered private streets to be maintained by the park owner or operator.

If a manufactured home park has more than **fifty (50) units**, a wider street may be required by the corporate authorities.

(C) Sidewalks and walkways shall be constructed abutting a street in a manufactured home park and shall be a minimum of **four (4) feet** in width; provided, however, there shall be no minimum width requirement for sidewalks for each individual lot. No portion of a manufactured home shall block, in any way, the pedestrian traffic on the walkways.

23-3-14 - 23-3-16 RESERVED.

DIVISION III - GENERALLY

23-3-17 LOT SIZE. The minimum lot size for a manufactured home pad shall be **seven thousand (7,000) square feet**, with a minimum frontage of **sixty (60) feet**.

23-3-18 MISCELLANEOUS RESTRICTIONS.

(A) No manufactured home unit parked in a manufactured home park shall be immobilized.

(B) Not more than **one (1) manufactured home unit** shall be parked in **one (1)** space.

(C) No travel-trailer shall be permitted in any manufactured home park, unless a special area has been approved for that purpose by the City Council.

23-3-19 - 23-3-20 RESERVED.

DIVISION IV - FEES

23-3-21 LICENSE FEE. The annual license fee per manufactured home park shall be **Fifty Dollars (\$50.00)**, and shall be due and payable **on or before May 1st of each year**. The City Clerk shall notify the owner or operator of the annual fee at least **thirty (30) days** prior to **May 1st**.

(Ord. No. 2020-09; 05-19-20)

CHAPTER 24 – MOTOR VEHICLE CODE

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CHAPTER 24

MOTOR VEHICLE CODE

ARTICLE I – DEFINITIONS

24-1-1 **ILLINOIS VEHICLE CODE; DEFINITIONS ADOPTED.** The Illinois Vehicle Code, **Illinois Compiled Statutes, Chapter 625, Chapter 1**, entitled "**Title and Definitions**", as passed, approved and amended by the Illinois General Assembly is hereby adopted by the City, the provisions thereof shall be controlling within the corporate limits of the City. **(See 65 ILCS 5/1-3-2)**

(A) **"Park or Parking"** shall mean the standing of a vehicle, whether occupied or not, otherwise than when temporarily and actually engaged in loading or unloading merchandise or passengers. **(Ord. No. 2014-04; 10-21-14)**

(B) **"Vehicle"** shall mean every device in, upon, or by which any person or property is or may be transported or drawn upon a highway or requiring a certificate of title under Section 3-101(d) of the Illinois Vehicle Code, except for tracks and snowmobiles as defined in the Snowmobile Registration and Safety Act. **(Ord. No. 2014-04; 10-21-14)**

(C) **"Device"**, unless otherwise prescribed, a device shall be considered to be a vehicle until such time it either comes within the definition of a junk vehicle, as defined under the Illinois Vehicle Code, or a junking certificate is issued for it. **(Ord. No. 2021-04; 10-21-14)**

ARTICLE II - GENERAL REGULATIONS

24-2-1 **OBEDIENCE TO POLICE.** Members of the Police Department, Special Police, and Auxiliary Police assigned to traffic duty are hereby authorized to direct all traffic in accordance with the provisions of this Article or in emergencies as public safety or convenience may require, and it shall be unlawful for any person to fail or refuse to comply with any lawful order, signal or direction of a policeman. Except in cases of emergency, it shall be unlawful for any person not authorized by law to direct or attempt to direct traffic. **(See 625 ILCS Sec. 5/11-203)**

24-2-2 **SCENE OF FIRE.** The Fire Department officer in command or any fireman designated by him may exercise the powers and authority of a policeman in directing traffic at the scene of any fire or where the Fire Department has responded to an emergency call for so long as the Fire Department equipment is on the scene in the absence of or in assisting the Police Department.

24-2-3 **SIGNS AND SIGNALS.** It shall be unlawful for the driver of any vehicle to disobey the instructions of any traffic sign or signal placed in view by authority of the corporate authorities or in accordance with the laws of the State of Illinois except upon direction of a police officer. All signs and signals established by direction of the governing body shall conform to the Illinois State Manual of Uniform Traffic Control Devices for Streets and Highways. **Schedule "V" - Signs and Signals** shall be an integral part of this Section. **(See 625 ILCS 5/11-301)**

24-2-4 **UNAUTHORIZED SIGNS.** No person shall place, maintain or display upon or in view of any street, any unauthorized sign, signal, marking, light, reflector or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, nor shall any person or place, maintain or display upon or in view of any street, any other sign which hides from view or interferes with the movement of traffic or

effectiveness of any traffic-control device or any railroad sign or signal, and no person shall place or maintain, nor shall any public authority permit upon any highway, any traffic sign or signal bearing thereon any commercial advertising. No tree, bush or foliage of any kind shall be so placed, maintained, allowed to remain, or be displayed upon either public or private property in such a manner as to hide from view or interfere with the movement of traffic or the effectiveness of any traffic-control device, sign or signal.

24-2-5 INTERFERENCE WITH SIGNS OR SIGNALS. It shall be unlawful for any person to deface, injure, move or interfere with any official traffic sign or signal.

24-2-6 ADVERTISING SIGNS. It shall be unlawful to maintain anywhere in the City any sign, signal, marking or device other than a traffic sign or signal authorized by the City Council or the Illinois Department of Transportation, which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal in view of any street or highway, and it shall be unlawful to place or maintain any sign which hides from view any lawful traffic-control device. It shall be unlawful to maintain or operate any flashing or rotating beacon of light in view of any street or highway. **(See Chapters 27 and 33) (Also See Chapter 40 - Zoning Code)**

24-2-7 ANIMALS OR BICYCLES. Any person riding a bicycle or an animal or driving any animal drawing a vehicle upon any street shall be subject to the provisions of this Code applicable to the driver of a vehicle, except those provisions which can have no application to one riding a bicycle or driving or riding an animal. **(See 625 ILCS 5/11-206)**

24-2-8 BICYCLE LAMPS, REFLECTORS, AND EQUIPMENT. When used at nighttime, every bicycle shall be equipped with the following:

(A) A lamp upon the front which emits a white light visible from a distance of at least **five hundred (500) feet** to the front.

(B) A red reflector on the rear which shall be visible to a distance of **six hundred (600) feet** to the rear when directly in front of lawful lower beams of headlights on a motor vehicle.

(C) A reflex reflector on each pedal visible from the front and rear of the bicycle from a distance up to **two hundred (200) feet** when viewed within the lawful lower beams of headlights on a motor vehicle.

(D) Side reflectors upon each side of the bicycle which shall be visible up to a distance of **five hundred (500) feet** when viewed directly in front of a lawful lower beam of motor vehicle headlights. The requirements of this subparagraph may be met by reflective materials which shall be at least **three-sixteenths (3/16) of an inch** wide on each side of each tire or rim which may indicate as clearly as possible the continuous circular shape and size of the tires or rims of such bicycle and which reflective materials may be of the same color on both the front and rear tire or rim.

24-2-9 REGULATION OF SKATEBOARDS, IN-LINE SKATES (ROLLERBLADES OR ROLLERSKIS) AND ROLLERSKATES. All on-street operation of skateboards, in-line skates (rollerblades and rollerskis) and rollerskates shall be conducted as far to the right of the traffic lane as possible, in a single file and flowing with traffic. All operations of these skateboards, in-line skates and rollerskates shall be during daylight hours unless the operator has a white light showing to the front and is wearing some type of reflective clothing or reflective strips on his or her clothing which can be seen from a distance of **five hundred (500) feet** to the rear and side. Further, all operation shall be consistent with the rules of the road established for bicycles. Skateboards, in-line skates and rollerskates shall be allowed on all City streets and sidewalks except for those listed in **Schedule "Z"** at the conclusion of this Code.

ARTICLE III - STOP AND THROUGH STREETS

24-3-1 THROUGH STREETS. The streets and parts of streets of the City designated by ordinance as "through streets" are hereby declared to be through streets. The driver of a vehicle shall stop at the entrance to a through street and shall yield the right-of-way to other vehicles which have entered the intersection or which are approaching so close on a through street as to constitute an immediate hazard unless directed otherwise by the traffic officer. See **Schedule "A"** for applicable through and stop streets.

24-3-2 ONE-WAY STREETS OR ALLEYS. It shall be unlawful to operate any vehicle on any streets or alleys designated as one-way streets or alleys by ordinance in any direction other than that so designated. See **Schedule "B"** for the designated one-way streets and alleys. **(See 625 ILCS 5/11-208)**

24-3-3 STOP STREETS. The driver of a vehicle shall stop in obedience to a stop sign at an intersection where a stop sign is erected pursuant to ordinance at one or more entrances thereto and shall proceed cautiously, yielding to the vehicles not so obliged to stop which are within the intersection or approaching so close as to constitute an immediate hazard, unless traffic at such intersection is controlled by a police officer on duty, in which event, the directions of the police officer shall be complied with. See **Schedule "A"** for designated stop intersections. **(See 625 ILCS 5/11-302)**

24-3-4 YIELD RIGHT-OF-WAY STREETS. The driver of a vehicle approaching a yield sign, in obedience to such sign, shall slow down to a speed reasonable for the existing conditions and if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection. **(See Schedule "C")**

24-3-5 POSTING SIGNS. Appropriate signs shall be posted to show all through, stop and yield right-of-way streets, all one-way streets and alleys and all stop intersections. **(See 625 ILCS 5/11-304)**

24-3-6 EMERGENCY SNOW ROUTES. There shall be no parking on the Emergency Snow Routes if a winter emergency is declared. A snow emergency is automatically declared when an accumulation of snow and/or ice exceeds **two (2) inches**. All vehicles that are parked along the snow route during a snow emergency will be towed at the owner's expense.

At the direction of the City Council, SNOW EMERGENCY ROUTE signs shall be obtained by the City Street Department and erected by the City so as to provide ample notice of said restricted parking rules and regulations to the public.

The streets that are designated in this Section are South and North Main Street, Lafayette Street, Davie Street, and W. Vienna Street.
(Ord. No. 2022-06; 03-01-22)

ARTICLE IV - DRIVING RULES

24-4-1 **ILLINOIS VEHICLE CODE; RULES OF THE ROAD ADOPTED.** The Illinois Vehicle Code, **Illinois Compiled Statutes, Chapter 625, Section 11**, entitled "**Rules of the Road**", as passed, approved and amended by the Illinois General Assembly is hereby adopted by the City and the provisions thereof shall be controlling within the corporate limits of the City except for the following changes, deletions and omissions:

- (A) **Omissions:**
 - (1) Omit Sections 11-207, 11-208.1, 11-208.2, 11-209.1, 11-302, 11-303, 11-310(f), 11-313, 11-401 to and including 11-416, 11-500 to and including 11-502, 11-602, 11-603, 11-604, 11-606(b), 11-608, 11-1419, and 11-1422.
- (B) **Changes and Additions:**
 - (1) Change 11-904(a) to read: "Preferential right-of-way at an intersection may be indicated by stop or yield signs as authorized by this Code."
 - (2) Change 11-1416(a) to read: "Any person who shall willfully and unnecessarily attempt to delay, hinder or obstruct any other person in lawfully driving and traveling upon or along any highway within this State or who shall offer for barter or sale, merchandise on said highway so as to interfere with the effective movement of traffic shall, upon conviction, be guilty of a violation of this Code."

24-4-2 **DRIVING RULES.**

(A) **Careless Driving.** It shall be unlawful to operate a vehicle in the City in a careless manner so as to interfere with the safe or lawful operation of any other vehicle or so as to interfere with or to injure, damage, or endanger persons or property engaged in the lawful use of the street.

(B) **Drag Racing.** No person shall participate within the City in drag racing as such activity is defined by **625 ILCS 5/11-504.**

(C) **Fleeing or Attempting to Elude Police Officer.** Any driver or operator of a motor vehicle who, having been given a visual or audible signal by a police officer directing such driver or operator to bring his vehicle to a stop, willfully fails to or refuses to obey such direction, increases his speed, extinguishes his lights or otherwise flees or attempts to elude the officer is guilty of a violation of this Chapter. The signal given by the police officer may be by hand, voice, siren, red or blue light. Provided, however, the officer giving such signal shall be in police uniform and if driving a vehicle, such vehicle shall be marked showing it to be an official police vehicle.

(D) **Unlawful Possession of Highway Sign or Marker.** Traffic control signals, signs or markers owned by the City shall be possessed only by the City's employees, police officers, contractors, or their employees engaged in highway construction, contract or work upon the roadways or public ways approved by the City. No person shall possess a traffic control signal, sign or marker owned by the City except as provided in this paragraph without the prior written authority of the City. It shall be a violation of this Chapter for a person to possess such a traffic control signal, sign or marker without lawful authority.

(E) **Special Speed Limitations on Elevated Structures.** No person shall drive a vehicle over any bridge or other elevated structure constituting a part of a highway at a speed which is greater than the maximum speed which can be maintained with safety to such bridge or structure when such structure is sign-posted.

Upon the trial of any person charged with the violation of this section, proof of the determination of the maximum speed by the City and the existence of such signs is conclusive evidence of the maximum speed which can be maintained with safety to such bridge or structure. **(See 625 ILCS 5/11-608)**

(F) **General Speed Restrictions.** The speed limits on the various streets shall be approved by the City Council but shall not exceed **twenty miles per hour (20 MPH)** in a school zone

and not to exceed **twenty-five miles per hour (25 MPH)** on a residential street; otherwise, **thirty miles per hour (30 MPH)** on an arterial street unless otherwise posted. **Schedule "D"** shall list the applicable streets that have specific speed limits thereon. **(See 625 ILCS 5/11-604)**

(G) **Special Speed Limit While Passing Schools.** No person shall drive a motor vehicle at a speed in excess of **twenty miles per hour (20 MPH)** while passing a school zone or while traveling upon any public thoroughfare on or across which children pass going to and from school during school days when school children are present.

This section shall not be applicable unless appropriate signs are posted upon streets and maintained by the City or State wherein the school zone is located. **(See 625 ILCS 5/11-605)**

(H) **Failure to Reduce Speed.** A vehicle shall be driven upon the streets and alleys of this City at a speed which is reasonable and proper with regard to traffic conditions and the use of the street or alley. The fact that the vehicle does not exceed the applicable maximum speed limit does not relieve the driver of the duty to decrease speed when approaching and crossing an intersection or when special hazard exists with respect to pedestrian or other traffic or by reason of weather or highway conditions. Speed must be decreased as may be necessary to avoid colliding with any person or vehicle on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

(I) **Traffic Lane Usage; No Passing Zone.** Whenever any roadway within the City has been divided into **two (2)** or more clearly marked lanes for traffic, a vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety. No passing zones shall be listed in **Schedule "P"**.

(J) **U-Turns Prohibited.** No driver of a vehicle shall make a "U-turn" on any street or at any intersection of any streets in the City.

24-4-3 **DUTY TO REPORT ACCIDENT.** The driver of a vehicle which is in any manner involved in an accident within the City shall, without unnecessary delay, notify the Police Department and shall make a report of such action. Failure to report an accident within the City within **twenty-four (24) hours** shall result in arrests of the person or persons involved. **(See 625 ILCS 5/11-415)**

24-4-4 **TRANSPORTING LIQUOR IN VEHICLES.** No person shall transport, carry, possess or have any alcoholic liquor within the passenger area of any motor vehicle in this City except in the original container and with the seal unbroken. **(See 625 ILCS 5/11-502)**

24-4-5 **EXCESSIVE NOISE - STOPPED VEHICLE.** No operator of a motor vehicle shall, when the motor vehicle is stopped, unreasonably accelerate the engine thereof with the gears of the vehicle in neutral, thereby causing an unreasonably loud or excessive noise.

24-4-6 **EXCESSIVE NOISE - WHEELS.** No operator of a motor vehicle shall when the motor vehicle is stopped, accelerate the engine with the gears of such vehicle in neutral and while so accelerating the engine, shift the gears of the vehicle into a forward or reverse movement, thereby causing an unreasonably loud noise with the drive wheels of the vehicle.

24-4-7 **EXCESSIVE NOISE - SQUEALING TIRES.** No operator of a motor vehicle shall cause the wheels of such vehicle to spin violently, thereby causing an unreasonably loud or excessive noise. **(See 625 ILCS 5/11-505)**

24-4-8 RECKLESS, NEGLIGENT OR CARELESS DRIVING. It shall be unlawful to operate any vehicle in the City in a careless, reckless, negligent or wanton manner, or carelessly so as to endanger life or property.

24-4-9 EXCESSIVE NOISE WHILE DRIVING. No operator of a motor vehicle shall, when operating the vehicle, accelerate the vehicle or rapidly stop the vehicle causing an unreasonably loud noise.

24-4-10 ELECTRONIC COMMUNICATION DEVICES. As defined in this Section, "electronic communication device" means an electronic device, including but not limited to a hand-held wireless telephone, hand-held personal digital assistant, or a portable or mobile computer, but does not include a global positioning system or navigation system or device that is physically or electronically integrated into the motor vehicle.

(A) **Prohibited Use.** A person may not operate a motor vehicle on any street or other public way while using an electronic communication device. The term "use" shall include without limitation:

- (1) Talking or listening to another person on the telephone;
- (2) Text messaging;
- (3) Sending, reading or listening to an electronic message;
- (4) Browsing the internet.

(B) **Exemptions.** This Section does not apply to:

- (1) A law enforcement officer or operator of emergency vehicle while performing his or her official duties;
- (2) A driver using an electronic communication device for the sole purpose of reporting an emergency situation and continued communication with emergency personnel during an emergency situation;
- (3) A driver using an electronic communication device in a hands-free or voice operated mode, which may include the use of a headset;
- (4) A driver of a commercial motor vehicle reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed **ten (10) inches** tall by **ten (10) inches** wide in size;
- (5) A driver using an electronic communication device while parked on the shoulder of a roadway;
- (6) A driver using an electronic communication device when the vehicle is stopped due to normal traffic being obstructed and the driver has the motor vehicle transmission in neutral or park;
- (7) A driver using two-way or citizens band radio services;
- (8) A driver using two-way mobile radio transmission or receivers for licensees of the Federal Communications Commission in amateur radio service;
- (9) A driver using an electronic communication device by pressing a single button to initiate or termination a voice communication;
- (10) A driver using an electronic communication device capable of performing multiple functions, other than a hand-held wireless telephone or hand-held personal assistant for a purpose that is not otherwise prohibited in this Section.

ARTICLE V - EQUIPMENT OF VEHICLES

24-5-1 **ILLINOIS VEHICLE CODE; EQUIPMENT OF VEHICLES ADOPTED.** The Illinois Vehicle Code, **Illinois Compiled Statutes, Chapter 625, Section 12**, entitled "**Equipment of Vehicles**", as passed, approved, and amended by the Illinois General Assembly is hereby adopted by the City and the provisions thereof shall be controlling within the corporate limits of the City. **(See 625 ILCS 5/12-605, 5/12-605.1; and 5/12-605.2)**

24-5-2 **MUFFLER.** No motor vehicle shall be operated on any street unless such vehicle is provided with a muffler in efficient actual working condition; and the use of a cut-out is prohibited. No muffler shall cause an unreasonably loud or excessive noise. **(See 625 ILCS 5/12-602)**

24-5-3 **SOUND AMPLIFICATION SYSTEMS.** No driver of any motor vehicle within this State shall operate or permit operation of any sound amplification system which can be heard outside the vehicle from **seventy-five (75) feet** or more when the vehicle is being operated upon a highway, unless such system is being operated to request assistance or warn of a hazardous situation. **(See 65 ILCS 5/12-611)**

24-5-4 **ENGINE BRAKES PROHIBITED.** It shall be unlawful for an operator of a motor truck vehicle to use or operate engine brakes on all public highways or streets within the corporate limits, unless it is an emergency.

ARTICLE VI - PARKING REGULATIONS

24-6-1 ENFORCEMENT OF PARKING REGULATIONS.

(A) **Issue Citations.** All police officers and any other officer of the City, who is otherwise authorized to issue citations for violations of this Article, shall immediately issue a citation to the owner or operator of vehicle whenever that vehicle is parked in a location or manner prohibited by this Article. If the owner or operator of a vehicle parked in violation of this Article is not present to accept the citation, the citation shall be placed on the vehicle.

(B) **Citation Response Time.** If the City's citation is not satisfied within **fourteen (14) days**, the City will send notice of said citation to the registered owner of the vehicle as shown by the records of the Illinois Secretary of State.

(C) **Filed in County Court: License Suspension.** If the citation is not satisfied within **thirty (30) days**, the City may cause a complaint to be filed in Union County Circuit Court. The City, where appropriate, may utilize the procedures established in **625 ILCS 5/6-306.5** concerning the suspension of a person's driver's license for outstanding parking tickets.

(D) **Authority to Impound or Tow.** Nothing in this Section shall prevent or limit the City's authority to impound or tow vehicles pursuant to this Article or to file a complaint sooner as provided for in this Article.

(E) **Owner Liability.** In any prosecution with regard to a vehicle parked or left in a place in violation of any provision of this Article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision hereof, together with proof that the defendant named in the complaint was at that time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this Section.

24-6-2 PARKING PROHIBITED IN SPECIFIED PLACES.

(A) **Enumerated.** No person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

- (1) On a sidewalk;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within **fifteen (15) feet** of a fire hydrant;
- (5) On a crosswalk;
- (6) Within **twenty (20) feet** of a crosswalk at an intersection;
- (7) Within **thirty (30) feet** upon the approach of any flashing beacon, stop sign, or traffic control signal located at the side of a roadway;
- (8) Between a safety zone and the adjacent curb or within **thirty (30) feet** of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (9) Within **fifty (50) feet** of the nearest rail or a railroad grade crossing;
- (10) Within **twenty (20) feet** of the driveway entrance of any fire station and on the side of a street opposite the entrance to any station within **seventy-five (75) feet** of said entrance when properly posted;
- (11) Alongside or opposite any street excavation or obstruction when such parking would obstruct traffic;
- (12) On the roadway side of any vehicle parked at the edge or curb of a street;
- (13) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- (14) At any place where official signs prohibit parking.

(B) **Specific Parking Prohibitions.**

- (1) **Parking in Streets and Alleys Not to Obstruct Traffic.** No person shall park a motor vehicle within a street or alley in such a manner or

under such conditions as to leave available less than **ten (10) feet** of the width of the roadway for the free movement of vehicular traffic. No person shall stop, stand, or park a vehicle within a street or alley in such a position as to block the driveway entrance to any abutting property.

- (2) **Parking on Right-of-Way Prohibited.** No person shall park a motor vehicle or major recreational equipment on real property situated between the sidewalk and the roadway, or upon any land dedicated for right-of-way for road or street purposes unless said area is paved, and unless signs indicate that parking is permitted at said locations. Major recreational equipment is defined as including boats and boat trailers, travel trailers, pickup truck campers not mounted on said pickup truck, motorized dwellings exceeding **twenty (20) feet** in length, trailers, utility trailers and the like, tents, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.
- (3) **Parking For Certain Purposes Prohibited.** No person shall park a motor vehicle upon any roadway for the principal purpose of:
 - (a) Displaying such vehicle for sale;
 - (b) Washing, greasing, repairing, or maintaining such vehicles, except for repairs necessitated by an emergency.
- (4) **Parking More Than Seventy-Two (72) Hours Prohibited.** No person shall park a motor vehicle on any street for a period of time in excess of **seventy-two (72) hours**.
- (5) No trailer designed for carrying property and for being drawn by a motor vehicle may be parked on any street for a period of time in excess of **twenty-four (24) hours**.
- (6) **Parking of Certain Commercial Vehicles on Residential Streets Prohibited.** Parking of commercial vehicles in excess of **four (4) tons** is prohibited on residential streets.
 - (a) No person shall park, stop, or stand a commercial vehicle or any combination thereof with weight in excess of **four (4) tons** on any street at any place other than a street so designated for said parking by the City.
 - (b) The operator of a commercial vehicle with a weight in excess of **four (4) tons** shall not stop such vehicle upon any street in any place except for the purpose of loading or unloading, and except in the case of an emergency.
- (7) **Mobile Homes, Manufactured Homes, Trailers, Vehicles, Semitrailers, Cargo Shipping Containers, and Movable Structures.**
 - (a) **Prohibited.** No mobile home, manufactured home, trailer, vehicle, semitrailer, or cargo shipping container, except those as allowed in paragraph (7)(b) of this Section, or similar movable structure shall be located or used on any property for business or industrial use, or for uses accessory to any principal structure, including storage of any kind, in all zoning districts.
 - (b) **Exceptions.** This subsection shall not apply to licensed and operable vehicles, trailers, or semitrailers parked in off-street loading spaces for a maximum of **ninety (90) days**, construction trailers at active construction sites, or those portable or modular storage buildings for which building, and zoning permits have been issued by the City. Bona fide truck or equipment terminals or truck or equipment sales or leasing establishments for which a zoning certificate has been issued in conformance with this Section may store those vehicles, trailers,

or semitrailers sold, leased, or stored as part of their business operation. This subsection shall not apply to mobile homes used for residential purposes in conformance with all other provisions of this Section.

(The various no parking, restricted parking and limited parking zones are located in Schedules "E", "F" and "G".)

24-6-3

HANDICAPPED PERSONS; PARKING.

(A)

Designation of Parking Space for Handicapped Persons. The City Council is hereby authorized to designate parking spaces for physically handicapped persons pursuant to the following conditions:

- (1) The designated parking spaces shall be located where manmade barriers are less substantial than other locations in the City so that physically handicapped persons will have the most accessible parking spaces available.
- (2) The City will, when space allows, construct handicapped parking spaces pursuant to the requirements of the Standard Specifications for Facilities for the Handicapped which is authorized under Illinois Compiled Statutes, a copy of which is on file in the office of the City Clerk.
- (3) **Schedule "H"** lists the applicable handicapped parking zones.

(B)

Handicapped Persons; Parking Privileges; Exemptions.

- (1) A motor vehicle bearing registration plates issued to a handicapped person, pursuant to the applicable sections of the Illinois Vehicle Code, or a motor vehicle registered in another jurisdiction, state, district, territory or foreign country upon which is displayed a registration plate, special decal or device issued by the other jurisdiction designating the vehicle is operated by or for a handicapped person shall be exempt from any statute or ordinance imposing time limitations on parking, except limitations of **one-half (1/2) hour** or less on any street or highway zone, or any parking lot or parking place which is owned, leased or owned and leased by a municipality or a municipal parking utility; and shall be recognized by State and local authorities as a valid license plate or parking device and shall receive the same parking privileges as residents of this State; but such vehicle shall be subject to the laws which prohibit parking in "no stopping" and "no standing" zones in front of or near fire hydrants, driveways, public building entrances and exits, bus stops and loading areas, and is prohibited from parking where the motor vehicle constitutes a traffic hazard, whereby such motor vehicle shall be moved at the instruction and request of a law enforcement officer to a location designated by the officer. Any motor vehicle bearing registration plates or special decal, or device specified in this Section or applicable sections of the Illinois Vehicle Code as evidence that the vehicle is operated by or for a handicapped person or disabled veteran may park, in addition to another lawful place, in any parking place specifically reserved for such vehicles by the posting of an official sign as provided in **Section 24-6-3(A)** of this Chapter. Parking privileges granted by this Section are strictly limited to the person to whom the special registration plates, special decal or device were issued and to qualified operator acting under his express direction while the disabled person is present.
- (2) Such parking privileges granted by this Section are also extended to motor vehicles of not-for-profit organizations used for the transportation of handicapped persons when such motor vehicles display the decal or device issued pursuant to the Illinois Vehicle Code.

- (3) No person shall use any area for the parking of any motor vehicle pursuant to this Section or where an official sign controlling such area expressly prohibits parking at any time or during certain hours.

(C) **Special Decals for Handicapped Parking.** The design, size, color and placement of a handicapped motorist decal or device shall be determined by the administrative rules of the Secretary of State. The decal or device shall be the property of such handicapped individual or organization and may be used by that person or organization to designate and identify a vehicle not owned or displaying a registration plate as provided in the Illinois Vehicle Code to designate when the vehicle is being used to transport said handicapped person or persons, and thus is entitled to enjoy all the privileges that would be afforded a handicapped licensed vehicle. Handicapped decals or devices issued and displayed pursuant to Illinois Vehicle Code, or this Section shall be recognized and honored.

(D) **Unauthorized Use of Parking Places Reserved for Handicapped Persons.**

- (1) It shall be unlawful to park any motor vehicle which is not bearing registration plates or decals issued to a "handicapped person" as defined by the Illinois Vehicle Code as evidence that the vehicle is operated by or for a handicapped person or disabled veteran, in any parking place, including any private or public off-street parking facility, specifically reserved, by the posting of an official sign as designated under this Section, for motor vehicles bearing such registration plates. Any motor vehicle bearing a handicapped license plate or handicapped parking decal or device containing the international symbol of access issued to handicapped persons by any local authority, state, district, territory or foreign country shall be recognized by state and local authorities as a valid plate or device and receive the same parking privileges as residents of this City.
- (2) Any person owning or operating any public or private off-street parking facility may, after notifying the police department, remove or cause to be removed to the nearest garage or other place of safety any vehicle parked within a stall or space reserved for use by the handicapped which does not display handicapped registration plate, or a special decal or device as required under this Section.
- (3) Violation of the provisions of this Section shall result in a fine of not less than **One Hundred Dollars (\$100.00)** nor more than **Two Hundred Fifty Dollars (\$250.00)** in addition to any costs or charges connected with the removal or storage of any motor vehicle authorized under this Section.

24-6-4 PARALLEL PARKING; ANGLE PARKING; ONE-WAY ROADWAYS. Every vehicle stopped or parked upon a roadway shall be so stopped or parked with the right-hand wheels of such vehicle parallel with and within **twelve (12) inches** of the right-hand curb, or if there is no curb, with and within **twelve (12) inches** of the edge of the roadway, except:

(A) On streets marked for angle parking vehicles shall park at the angle indicated by such marks, and

(B) A vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway in the direction of authorized traffic movement, with its right-hand wheels within **twelve (12) inches** of the right-hand curb or edge of the roadway, of its left-hand wheels within **twelve (12) inches** of the left-hand curb or edge of the roadway.

24-6-5 DESIGNATION OF LOADING ZONES.

(A) **Posting Signs.** The City Council will determine the location of passenger and freight curb loading zones, and to place and maintain appropriate signs indicating the same and stating the hours during which the provisions of this Section are applicable. By the same authority, such loading

zones may be changed or discontinued. Such loading zones may be established on the request of any person, provided that person meets the conditions set forth herein:

- (1) **Commercial.**
 - (a) The property owned or leased by the applicant must be inaccessible except from the abutting street which must run in front of the property.
 - (b) The property must be used for commercial or business purposes.
 - (c) A business or commercial operation for which the property is used, must be of a nature which requires frequent loading and unloading at the location.
- (2) **Non-commercial.** The property in question has a frequent need to load or unload people and such a designated area is necessary to provide a safe environment for this purpose.
- (B) **Zone Designation Revocation.** The designation of a loading zone may be revoked upon occurrence of any of the following events:
 - (1) Failure of the property to meet the standards set forth in this Section;
 - (2) Failure to pay the amount of establishing and maintaining the zone by **May 1;**
 - (3) Violation of any of the other provisions of this Section.
- (C) **Use of Zones; Time Limit.**
 - (1) No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pick up and loading of materials in any place marked as a freight curb loading zone during hours which the provisions of this Section are applicable. In no case shall the stop for loading and unloading materials exceed **thirty (30) minutes.**
 - (2) The driver of a passenger vehicle may stop temporarily at a place marked as a loading zone for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or is about to enter such zone.

24-6-6 PARKING OF MOTORCYCLES. It shall be unlawful to permit the parking of up to **four (4) motorcycles** in a single marked parking space upon the streets of the City, regardless of whether or not said marked parking space shall provide for diagonal or parallel parking, provided, however, that each motorcycle shall be parked within a marked stall within said marked parking space, and provided further, that said motorcycles shall in all instances be parked with the rear wheel thereof toward the street curb.

24-6-7 PENALTY FOR ILLEGAL PARKING.

(A) Any person who violates any provision of **Sections 24-6-1** through **24-6-9** of this Chapter shall be subject to a fine in an amount not less than **Fifteen Dollars (\$15.00)** nor more than **Two Hundred Fifty Dollars (\$250.00)**, except that any person who violates **Section 24-6-3(D)** of this Chapter shall be subject to a fine of **Two Hundred Fifty Dollars (\$250.00)**. Said fines shall be in addition to any costs or charges connected with the removal, storage and impoundment of any vehicle in accordance with **Section 24-6-8** of this Chapter. Persons who violate **Section 24-6-10** of this Chapter shall be subject to a maximum fine of not more than **Forty Dollars (\$40.00)**.

(B) Any person may settle any claim the City may have against that person for a violation of this Chapter by making payment in accordance with the following schedule to the City:

SETTLEMENT SCHEDULE

Illegal Parking Violations	If paid within 15 business days of violation	If paid on or after 15 business days but prior to filing of complaint
Sections 24-6-1 – 24-6-8, except Section 24-6-3(D)	\$15.00	\$30.00
Section 24-6-3(D)	\$250.00	\$250.00
Section 24-6-10	\$40.00	\$40.00

24-6-8**TOWING AND IMPOUNDING OF VEHICLES FOR PARKING VIOLATIONS.****(A)****Circumstances Precipitating Towing and Impounding.**

In addition to any authority granted under state law, the City Council, through his designee, is hereby authorized to remove or cause to be removed and to impound or cause to be impounded, by an agent authorized to tow vehicles by written contract with the City, any vehicle under the following circumstances:

- (1) **Parking Violation Causing Hazard.** Any vehicle which is parked upon a public place in violation of any of the provisions of **Section 24-6-2** through **24-6-4** of this Chapter and is determined to be a hazard to vehicular or pedestrian traffic.
- (2) **Unattended Vehicle.** Any vehicle which is left unattended upon or under any public bridge, viaduct, or causeway, or in any tube or tunnel where such vehicle constitutes an obstruction to traffic.
- (3) **Unattended Vehicle Causing Hazard/Obstruction.** Any vehicle which is left unattended upon a public street and is so parked as to constitute a definite hazard or obstruction to the normal movement of traffic.
- (4) **Disabled Vehicle.** Any vehicle upon a public street which is so disabled as to constitute an obstruction to traffic and the person in charge of the vehicle is by reason of physical injury or otherwise incapacitated to such an extent as to be unable to provide for its custody or removal.
- (5) **Law Enforcement Authority.** Any vehicle found on any public street or highway which may be removed or impounded by any law enforcement official in accordance with state law.
- (6) **Regulating Parking Areas by Contract.** Any vehicle which is parked in violation of any of the provisions of this Chapter upon any property over which the City has been empowered to regulate parking and traffic by contract pursuant to **625 ILCS 5/11-209**.
- (7) **Three or More Violations.** Any vehicle which is in violation of any provision of this Section and has no less than **three (3)** outstanding parking tickets which are not pending in City court.
- (8) **Handicap Violation.** Any vehicle which is parked in violation of **Section 24-6-3(D)** of this Chapter (handicap violation).
- (9) **Public Safety Hazard.** Any vehicle which is parked upon public or private property which is determined to be interfering with or causing a hazard to public safety.
- (10) **Street Maintenance.** Any vehicle which is parked upon public property, including City owned property, which removal of such is necessary to perform street maintenance, repair and/or construction.
- (11) **Inoperable or Unlicensed Vehicle.** For purposes of this subsection, "inoperable motor vehicle" shall mean any motor vehicle from which the engine, wheels, or other parts have been removed, or on which the engine, wheels, or other parts have been altered, damaged, or otherwise so treated that the vehicle is incapable of being driven under its own

motor power and "unlicensed vehicle" shall mean any vehicle not bearing a current license plate.

(a) Any inoperable or unlicensed vehicle parked on private property, removed in accordance with **Chapter 25, Article III**.

(b) Any inoperable or unlicensed vehicle parked on public property, including City owned property, for a period of time greater than **twelve (12) hours**.

(12) **Public Health, Safety or Welfare.** Any vehicle which is parked upon public property, including City owned property, which removal of such is deemed necessary to promote the public health, safety and/or welfare.

(13) **Parked More than Seventy-Two (72) Hours.** Any vehicle which is parked upon public property, including City owned property in excess of **seventy-two (72) hours**.

(B) **Public or Private Owner or Operator Authority.** Any person or local authority owning or operating any private or public parking facility may, after notifying the police department, remove or cause to be removed to the nearest garage or other place of safety any vehicle parked within a stall or space reserved for use by the handicapped which does not display handicapped registration plates, decal or device as required under this Section. The owner or operator of the vehicle shall be responsible for any costs or charges connected with the impoundment, removal and storage of any motor vehicle of **Section 24-6-3** of this Chapter.

(C) **Conditions for Release.** A vehicle removed or impounded by the City as set forth herein shall be released to the person entitled to possession thereof when the costs connected with such removal, impoundment, and if applicable, storage has been paid in full or a bond posted with the City or the Clerk of the Circuit Court, and all outstanding parking tickets, for which the time period to contest has expired, have been paid in full.

(D) **Immobilization Device.** In lieu of towing and/or impounding any vehicle pursuant to subsection (A) of this Section, a police officer or City parking attendant may attach an immobilization device commonly known as the "Denver boot" to immobilize the vehicle. Any vehicle immobilized by the City through the use of such immobilization device shall be released to the person entitled to possession thereof when one of the following conditions has been met:

(1) After a cash bond in an amount equal to the minimum fine or fines and an immobilization device removal fee to be set by the City Council for the removal of the immobilization device has been posted with the City or the Clerk of the Circuit Court; or

(2) After settlement by the parking violator of all claims which the City had against such violator in accordance with the schedule in **Section 24-6-7** of this Chapter and by paying an immobilization device removal fee to be set by the City Council for the removal of the immobilization device.

(E) **Authority to Move Vehicle.** No person shall move or cause to be moved any vehicle which has an immobilization device attached thereto except as authorized by a police officer.

(F) **Removal of Immobilization Device.** No person shall remove or cause to have removed from any vehicle an immobilization device placed thereon by a police officer.

(G) **Violation; Penalty.** Any person who is found to have violated subsection (E) or (F) of this Section shall be fined in an amount of not less than **One Hundred Dollars (\$100.00)** and no more than **Seven Hundred Fifty Dollars (\$750.00)**.

24-6-9 TIME PARKING.

(A) **Two-Hour Parking.** The City Council is hereby authorized to establish certain areas within the City presently being used for parking purposes to be utilized for **two (2) hour** parking purposes. Said area shall be clearly designated by appropriate signs as specified in **Schedule "F"**.

(B) **Obedience to Signs.** It shall be unlawful for any person to park in violation of said signs or to allow their vehicle to remain in said parking zone for a period of time in excess of the time limit indicated on said signs.

(C) **Violators to be Cited.** The City Council is hereby authorized and empowered to enforce this Section, and to authorize the issuance of citations by City police or code enforcement officers.

(D) **Towing Provisions Apply.** The provisions of **Section 24-6-8** of this Chapter concerning the towing of vehicles shall also apply to vehicles parking in violation of the provisions of this Section, if all the provisions contained in **Section 24-6-8** of this Chapter have been met.

24-6-10 PARKING OF VEHICLE WITH EXPIRED REGISTRATION.

(A) No person may stop, park, or leave standing upon a public street, highway, or roadway a vehicle or trailer upon which is displayed an Illinois registration plate or plates or registration sticker after the termination of the registration period for which the registration plate or plates or registration sticker was issued or after the expiration date set under Section 3-414 or 3-414.1 of the Illinois Vehicle Code.

(B) **Parking and Storage of Certain Vehicles.** Automotive vehicles, trucks or trailers of any kind or type without current license shall not be parked or stored on any residentially zoned property other than in completely enclosed buildings.

24-6-11 TOWING AND IMPOUNDING VEHICLES INVOLVED IN A CRIME.

(A) **Definitions.** For the purpose of this Section, the following words and phrases shall have the following meanings ascribed to them respectively:

Administrative Hearing Officer: Officer who is an attorney licensed to practice law in this State for a minimum of **three (3) years**.

Business Day: Any day in which the offices of City Hall are open to the public for a minimum of **eight (8) hours**.

Controlled Substances: Any substance as defined and included in the schedules of Article II of the Illinois Controlled Substances Act, **720 ILC 570/201 et seq.**, and cannabis as defined in the Cannabis Control Act, **720 ILCS 550/1 et seq.**

Driving a Vehicle by Person Subject to Warrant: Operation or use of a motor vehicle by a person against whom a warrant has been issued by a Circuit Clerk in Illinois for failing to answer charges that the driver violated Section 6-101, 6-303, or 11-501 of the Illinois Vehicle Code.

Driving on a Suspended or Revoked License, Permit, or Privilege to Operate a Motor Vehicle: Any offenses as defined in Section 5/6-303 of the Illinois Vehicle Code, **625 ILCS 5/6-303**; except that vehicles shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing.

Driving on an Expired License: Operation or use of a motor vehicle with an expired license, in violation of Section 5/6-101 of the Illinois Vehicle Code, **625 ILCS 5/6-101**, if the period of expiration is greater than **one (1) year**.

Driving Under the Influence of Alcohol, Drugs and/or Intoxication Compounds: Any offenses as defined in Section 5/11-501 of the Illinois Vehicle Code, **625 ILCS 5/11-501**.

Driving Without a License or Permit: Operation or use of a motor vehicle without ever having been issued a license or permit, in violation of Section 6-101 of the Illinois Vehicle Code or operating a motor vehicle without ever having been issued a license or permit due to a person's age.

Drug Paraphernalia: Any equipment, products and materials as defined in **720 ILCS 600/2**.

Fleeing or Attempting to Elude a Police Officer: Any offenses as defined in Section 5/11-204 or 11-204.1 of the Illinois Vehicle Code, **625 ILCS 5/11-204 and 204.1.**

Leaving the Scene of a Personal Injury or Property Damage Accident: Any offenses as defined in Sections 5/11-401, 5/11-402, and 5/11-403 of the Illinois Vehicle Code, **625 ILCS 5/11-401, 402 and 403.**

Level 1 Administration Fee: **Two Hundred Fifty Dollars (\$250.00).**

Level 2 Administration Fee: **One Hundred Twenty-Five Dollars (\$125.00).**

Misdemeanor: Any misdemeanor offense as defined by Illinois statute.

Motor Vehicle: Every vehicle which is self-propelled, including, but not limited to, automobiles, trucks, vans, motorcycles, and motor scooters.

Owner of Record/Interested Person: The recorded title holder(s) or lienholder(s) of the motor vehicle as registered with the Secretary of State, State of Illinois, or is not registered in Illinois, the particular state where the motor vehicle is registered.

Preliminary Hearing Officer: The Chief of Police, Assistant Chief of Police or a Police Sergeant.

Theft Offense: Any offense in violation of Article 16 of the Criminal Code, **720 ILCS.**

Traffic Violation: Any offense as defined by the Illinois Vehicle Code.

Weapons Offense: Any of the following offenses contained within Article 24 of Chapter 720 of the Illinois Compiled Statutes: **720 ILCS 5/24-1, 24-1.1, 24-1.2, 24-1.25, 24-1.5, 24-1.6, 24-2.1, 24-2.2, 24-3, 24-3.1, 24-3.2, 24-3.3, 24-3.4, 24-3.5, 24-3.6 and 24-3A.**

(B) **Motor Vehicle Impoundment.** Pursuant to Article II, Chapter 11 of the Illinois Vehicle Code, **625 ILCS 5/11-208.7**, the City shall follow the procedures set forth when impounding vehicles (with the exception of those vehicles impounded pursuant to **Section 24-6-7** of this Chapter and imposing reasonable administrative fees, payable to and collected by the City, related to its administrative and processing costs associated with the investigation, arrest, and detention of an offender, or the removal, impoundment, storage, and release of the vehicle. The administrative fees imposed herein by the City shall be uniform for all similarly situated vehicles and are in addition to any other penalties or fees that may be assessed by a court of law for the underlying violations, or by a person, firm, or entity that tows and stores the impounded vehicle.

(C) **Violations Authorizing Impoundment (Excepting Impoundment Under Section 24-6-8 of this Chapter).**

- (1) Any motor vehicle, operated with the express or implied permission of the owner of record/interested person, that is used in connection with the following violations shall be subject to seizure and impoundment by the City, and the owner of record of said motor vehicle or its agent, shall be liable to the City for a Level 1 Administrative Fee, as provided for in this Section, in addition to any fees for the towing and storage of the vehicle and any other criminal penalties assessed by a court of law for the underlying offense as hereinafter provided:
 - (a) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense for which a motor vehicle may be seized and forfeited pursuant to Section 36-1 of the Criminal Code of Illinois; or
 - (b) Driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds, or any combination

- thereof, in violation of Section 11-501 of the Illinois Vehicle Code; or
- (c) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, a felony or in violation of a felony offense in the cannabis control act; or
 - (d) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of the Illinois Controlled Substances Act; or
 - (e) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, a felony offense in violation of Section 24-1 (unlawful use of a weapon), 24-1.5 (reckless discharge of a firearm), or 24-3.1 (unlawful possession of firearms and firearm ammunition) of the Criminal Code of Illinois; or
 - (f) Driving while driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to Section 6-303 of the Illinois Vehicle Code; except that vehicles shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing, fleeing or attempting to elude a police officer, or leaving the scene of a personal injury or property damage accident; or
 - (g) Operation or use of a motor vehicle while soliciting, or attempting to solicit cannabis or a controlled substance, as defined by the Cannabis Control Act or the Illinois Controlled Substances Act, or
 - (h) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, a felony offense in violation of Article 16 (theft offenses) of the Criminal Code of Illinois; or
 - (i) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other felony offenses in violation of the criminal or vehicle codes of Illinois.
- (2) Any motor vehicle, operated with the express or implied permission of the owner of record/interested person that is used in connection with the following violations, including arrest warrants, but not including those violations listed in subsection (C)(1) of this Section, shall be subject to seizure and impoundment by the City, and the owner of record or its agent, shall be liable to the City for a Level 2 Administrative Fee, as provided for in this Section, in addition to any fees for the towing and storage of the vehicle and any other criminal penalties assessed by a court of law for the underlying offense as hereinafter provided:
- (a) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, a misdemeanor violation of the cannabis control act; or
 - (b) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, a misdemeanor offense violation of Article 16 (theft offenses) of the Criminal Code of Illinois; or
 - (c) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor offense in violation of the criminal or vehicle codes of Illinois; or
 - (d) Operation or use of a motor vehicle with an expired driver's license, in violation of Section 6-101 of the Illinois Vehicle Code if the period of expiration is greater than **one (1) year**.

(D)

Seizure and Impoundment.

- (1) Whenever a police officer has reason to believe that a motor vehicle is subject to seizure and impoundment pursuant to this Section, the police

officer shall provide for the towing of the motor vehicle to a facility controlled or approved by the City. This Section shall not apply if the motor vehicle used in the violation was stolen at the time and the theft was reported to the appropriate police authorities within **twenty-four (24) hours** after the theft was discovered or reasonably should have been discovered.

- (2) The City shall notify, or make a reasonable attempt to notify, the owner of record/interested person or any person who is found to be in control of the motor vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the motor vehicles owner's right to an administrative hearing to be conducted under this Section.
- (3) The City shall also provide a notice that the motor vehicle will remain impounded pending the completion of an administrative hearing, unless the owner of record/interested person of the vehicle posts with the City a bond equal to the administrative fee as provided by this Section and pays for all towing and storage charges. Whenever the owner of record/interested person of a vehicle seized pursuant to this Section requests, in writing, hand delivered to the police department, a preliminary hearing on the probable cause within **twelve (12) hours** after the seizure, a preliminary hearing officer shall conduct such preliminary hearing within **seventy-two (72) hours** after the seizure, excluding Saturdays, Sundays and holidays. The owner of record/ interested person at the time of the alleged offense shall be given a reasonable opportunity to be heard at the preliminary hearing. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible. If, after the hearing, the preliminary hearing officer determines that there is probable cause to believe that the vehicle was used in the commission of any crime described as a Level 1 or Level 2 Administrative Fee offense, the preliminary hearing officer shall order the continued impoundment of the vehicle as provided in this Section unless the owner of record/interested person posts with the City a cash bond in the amount of the Level 1 or Level 2 Administrative Fee offense, plus fees for towing and storing the vehicle. If the preliminary hearing officer determines that there is no such probable cause, the vehicle will be returned without penalty or other fees.

(E)

Administrative Hearing.

- (1) Within **ten (10) days** after a motor vehicle is seized and impounded pursuant to this Section, the City shall notify by personal service or by first class mail, to the owner of record/interested person, along with a Summons commanding that person to appear at a hearing before the administrative hearing officer, along with the date, time and location of the hearing, to challenge whether a violation of this Section had occurred. The owner of record/interested person shall also be notified of the continued impoundment of the vehicle as provided in this Section unless the owner of record/interested person posts with the City a cash bond in the amount of the Level 1 or Level 2 Administrative Fee offense, plus fees for towing and storing the vehicle. The hearing date must be scheduled and convened not less than **thirty (30)** nor more than **forty (40) days** after the violation is reported. The owner of record/interested person and any other interested person(s) shall be given a reasonable opportunity to be heard at the hearing. The formal rules of evidence shall not apply at the hearing and hearsay evidence shall be admissible.
- (2) If, after the hearing, the administrative hearing officer determines by a preponderance of the evidence that the motor vehicle was used in

violation of this Section, then the administrative hearing officer shall enter an order finding the owner of record of the motor vehicle liable to the City for the applicable administrative fee.

- (3) If, after the hearing, the administrative hearing officer does not determine by a preponderance of the evidence that the motor vehicle was used in such a violation, the administrative hearing officer shall enter an order finding for the owner and for the return of the motor vehicle, or the administrative fees if already paid.
- (4) If owner of record fails to appear at the hearing, the owner of record/interested person shall be deemed to have waived his or her right to a hearing. If the owner of record/interested person pays such administrative fee and the motor vehicle is returned to the owner of record/interested person, no default order need be entered if the owner of record/interested person was informed of his or her right to a hearing, in which case an order of liability shall be deemed to have been made when the City receives the written waiver.
- (5) If a bond in the amount equal to the applicable administrative fee is posted with the police department, the impoundment motor vehicle shall be released to the owner of record/interested person. The owner of record/interested person shall still be liable to the towing agent for any applicable towing fees.
- (6) If an administrative fee is imposed for a violation of this Section, the bond will be forfeited to the City; however, if a violation of this Section is not proven by preponderance of the evidence, the bond will be returned to the person posting the bond. All bond money posted pursuant to this Section shall be held by the City until the administrative hearing officer issues a decision, or, if there is a judicial review, until the court of jurisdiction issues its orders.
- (7) All decisions of the administrative hearing officer shall be subject to review under the provisions of the Illinois Administrative Review Law.

(F)

Disposition of Impounded Motor Vehicle.

- (1) An administrative fee imposed pursuant to this Section shall constitute a debt due and owing the City.
- (2) A motor vehicle impounded pursuant to this Section shall remain impounded until:
 - (a) The administrative fee is paid the City and all applicable towing fees are paid to the towing agent; in which case the owner of record/interested person shall be given possession of the motor vehicle;
 - (b) A bond in the amount equal to the applicable administrative fee is posted with the police department and all applicable towing fees are paid to the towing agent, at which time the motor vehicle will be released to the owner of record/interested person; or
 - (c) Any motor vehicle that is not reclaimed or retrieved from the facility controlled or approved by the City within **thirty-five (35) days** after the administrative hearing officer issues a written decision shall be deemed abandoned and may be disposed of in accordance with the provisions of Article II of Chapter 4 of the Illinois Vehicle Code.
 - (d) The administrative fee imposed by the City for impounded vehicle shall be in addition to any fees charged for the towing and storage, or both, of an impounded vehicle. The towing or storage fees, or both, shall be collected by and paid to the person, firm, or entity that tows and stores the impounded

vehicle. The towing and/or storage company shall be entitled to receive a fee from the owner of record/interested person entitled to possession of any such vehicle prior to the release of the vehicle. The fee shall be to cover the cost of removing said vehicle and, in addition, any fees for the cost of storage of the vehicle for each day or fraction thereof that said vehicle remained at their storage facility in compliance with their practices. Fees for a "standard" tow will be determined and charged by a towing and/or storage company for such services.

(Ord. No. 2022-26; 10-18-22)

- (e) It shall be the duty of the towing or storage company in possession of the vehicle to obtain documentation issued by the police department confirming compliance with the foregoing requirements and to retain photocopies of that documentation in their files for a period of not less than **twelve (12) months** following release of said vehicle. The foregoing information shall be made available to the authorities of the City for inspection and copying, upon their request, by the towing or storage company. The towing or storage company is prohibited from releasing any vehicle they may tow within the City until and unless they obtain the documentation as noted above.
- (f) The administrative fees established by this Section are to be paid by the owner of record/interested person, or the agents of the owner of record/interested person, of the vehicle involved in the incident leading to custodial arrest regardless of whether that person was operating the vehicle at the time of the incident. Vehicles towed by the police department for any reason other than those listed above shall be released to the owner of record/ interested person with no administrative fee charged by the City. The person purporting to be the owner of record/interested person, or the agents of the owner or record/interested person, must present proof of ownership, current proof of insurance and possess a valid driver's license prior to release.
- (g) Upon verifiable proof that the vehicle used in the violation was stolen at the time it was impounded, or if the vehicle was operating as a common carrier including, but not limited to, taxicabs or buses and the violation occurred without the knowledge of the person in control of the vehicle, the administrative fee shall be waived by the City.
- (h) Unless stayed by a court of competent jurisdiction, any administrative fee imposed under this Section which remain unpaid in whole or in part after the expiration of the deadline for seeking judicial review under the Administrative Review Law may be enforced in the same manner as a judgment entered by a court of competent jurisdiction. This Section incorporates Sections 4/201 through 4/214.1 of the Illinois Vehicle Code to the extent they are consistent. Where a provision of this Section differs from Sections 4/201 through 4/214.1 of the Illinois Vehicle Code, the provisions of this Section shall be controlling. Enforcement and administration of this Section shall be consistent with the policies and procedures of Section 4/201 through 4/215 of the Illinois Vehicle Code to the extent that said policies and procedures do not directly conflict with the provisions of this Section.

(G) All fees collected under this Section shall be placed in the General Fund.

(Ord. No. 2014-04; 10-21-14)

ARTICLE VII – ABANDONED, LOST, STOLEN OR UNCLAIMED VEHICLES

24-7-1 ABANDONMENT OF VEHICLES PROHIBITED.

(A) The abandonment of a vehicle or any part thereof on any highway in this City is unlawful and subject to penalties as set forth under **Section 1-1-20** of this Code.

(B) The abandonment of a vehicle or any part thereof on private or public property, other than a highway, in view of the general public, anywhere in this City is unlawful except on property of the owner or bailee of such abandoned vehicle. A vehicle or any part thereof so abandoned on private property shall be authorized for removal, by the City, after a waiting period of **seven (7) days** or more or may be removed immediately if determined to be a hazardous dilapidated motor vehicle under Section 5/11-40-3.1 of the Illinois Municipal Code. A violation of subsections (A) or (B) of this Section is subject to penalties as set forth under **Section 1-1-20** of this Code.

(C) A towing service may begin to process an unclaimed vehicle as abandoned by requesting a record search by the Secretary of State up to **ten (10) days** after the date of the tow, or any later date acceptable to the Secretary of State. This paragraph shall not apply to vehicles towed by order or authorization of the City or a law enforcement agency. **(625 ILCS 5/4-201)**

24-7-2 ABANDONED, LOST, STOLEN OR UNCLAIMED VEHICLE NOTIFICATION TO LAW ENFORCEMENT AGENCIES. When an abandoned, lost, stolen or unclaimed vehicle comes into the temporary possession or custody of a person in this City, not the owner of the vehicle, such person shall immediately notify the municipal police when the vehicle is within the corporate limits of any City having a duly authorized police department, or the State Police or the county sheriff when the vehicle is outside the corporate limits of the City. Upon receipt of such notification, the municipal police will authorize a towing service to remove and take possession of the abandoned, lost, stolen or unclaimed vehicle. The towing service will safely keep the towed vehicle and its contents, maintain a record of the tow as set forth in **625 ILCS 5/4-204** for law enforcement agencies, until the vehicle is claimed by the owner, or any other person legally entitled to possession thereof or until it is disposed of as provided in this Code. **(625 ILCS 5/4-202)**

24-7-3 REMOVAL OF MOTOR VEHICLES OR OTHER VEHICLES; TOWING OR HAULING AWAY.

(A) When a vehicle is abandoned on a highway in an urban district **ten (10) hours** or more, its removal by a towing service may be authorized by a law enforcement agency having jurisdiction.

(B) When a vehicle is abandoned or left unattended on a highway other than a toll highway, interstate highway, or expressway, outside of an urban district for **twenty-four (24) hours** or more, its removal by a towing service may be authorized by a law enforcement agency having jurisdiction.

(C) When an abandoned, unattended, wrecked, burned or partially dismantled vehicle is creating a traffic hazard because of its position in relation to the highway or its physical appearance is causing the impeding of traffic, its immediate removal from the highway or private property adjacent to the highway by a towing service may be authorized by a law enforcement agency having jurisdiction.

24-7-4 POLICE TOWS; REPORTS, RELEASE OF VEHICLES, PAYMENT. When a vehicle is authorized to be towed away as provided in **Section 24-7-2** or **24-7-3**:

(A) The authorization, any hold order, and any release shall be in writing, or confirmed in writing, with a copy given to the towing service.

(B) The police headquarters or office of the law officer authorizing the towing shall keep and maintain a record of the vehicle towed, listing the color, year of manufacture, manufacturer's trade name, manufacturer's series name, body style, Vehicle Identification Number, license plate year

and number and registration sticker year and number displayed on the vehicle. The record shall also include the date and hour of tow, location towed from, location towed to, reason for towing and the name of the officer authorizing the tow.

(C) The owner, operator, or other legally entitled person shall be responsible to the towing service for payment of applicable removal, towing, storage, and processing charges and collection costs associated with a vehicle towed or held under order or authorization of the law enforcement agency. If a vehicle towed or held under order or authorization of a law enforcement agency is seized by the ordering or authorizing agency or any other law enforcement or governmental agency and sold, any unpaid removal, towing, storage, and processing charges and collection costs shall be paid to the towing service from the proceeds of the sale. If applicable law provides that the proceeds are to be paid into the treasury of the appropriate civil jurisdiction, then any unpaid removal, towing, storage, and processing charges and collection costs shall be paid to the towing service from the treasury of the civil jurisdiction. That payment shall not, however, exceed the amount of proceeds from the sale, with the balance to be paid by the owner, operator, or other legally entitled person.

(D) Upon delivery of a written release order to the towing service, a vehicle subject to a hold order shall be released to the owner, operator, or other legally entitled person upon proof of ownership or other entitlement and upon payment of applicable removal, towing, storage, and processing charges and collection costs. **(625 ILCS 5/4-204)**

24-7-5 RECORD SEARCHES FOR UNKNOWN OWNER.

(A) When a law enforcement agency authorizing the impounding of a vehicle does not know the identity of the registered owner, lienholder or other legally entitled person, that law enforcement agency will cause the vehicle registration records of the State of Illinois to be searched by the Secretary of State for the purpose of obtaining the required ownership information.

(B) The law enforcement agency authorizing the impounding of a vehicle will cause the stolen motor vehicle files of the State Police to be searched by a directed communication to the State Police for stolen or wanted information on the vehicle. When the State Police files are searched with negative results, the information contained in the National Crime Information Center (NCIC) files will be searched by the State Police. The information determined from these record searches will be returned to the requesting law enforcement agency for that agency's use in sending a notification by certified mail to the registered owner, lienholder and other legally entitled persons advising where the vehicle is held, requesting a disposition be made and setting forth public sale information. Notification shall be sent no later than **ten (10) business days** after the date the law enforcement agency impounds or authorizes the impounding of a vehicle, provided that if the law enforcement agency is unable to determine the identity of the registered owner, lienholder or other person legally entitled to ownership of the impounded vehicle within a **ten (10) business day period** after impoundment, then notification shall be sent no later than **two (2) days** after the date the identity of the registered owner, lienholder or other person legally entitled to ownership of the impounded vehicle is determined. Exceptions to a notification by certified mail to the registered owner, lienholder and other legally entitled persons are set forth in **625 ILCS 5/4-209**.

(C) When ownership information is needed for a towing service to give notification as required under this Code, the towing service may cause the vehicle registration records of the State of Illinois to be searched by the Secretary of State.

The written request of a towing service, in the form and containing the information prescribed by the Secretary of State by rule, may be transmitted to the Secretary of State in person, by U.S. Mail or other delivery service, by facsimile transmission, or by other means the Secretary of State deems acceptable.

The Secretary of State shall provide the required information, or a statement that the information was not found in the vehicle registration records of the State, by U.S. Mail or other delivery service, facsimile transmission, as requested by the towing service, or by other means acceptable to the Secretary of State.

(D) The Secretary of State may prescribe standards and procedures for submission of requests for record searches and replies via computer link.

(E) Fees for services provided under this Section shall be in amounts prescribed by the Secretary of State under Section 3-821.1 of the Illinois Municipal Code. Payment may be made by the towing service using cash, any commonly accepted credit card, or any other means of payment deemed acceptable by the Secretary of State. **(625 ILCS 5/4-205)**

24-7-6 IDENTIFYING AND TRACING OF VEHICLE. When the registered owner, lienholder or other person legally entitled to the possession of a vehicle cannot be identified from the registration files of this State or from the registration files of a foreign state, if applicable, the law enforcement agency having custody of the vehicle shall notify the State Police, for the purpose of identifying the vehicle owner or other person legally entitled to the possession of the vehicle. The information obtained by the State Police will be immediately forwarded to the law enforcement agency having custody of the vehicle for notification purposes as set forth in **Section 24-7-5** of this Code. **(625 ILCS 5/4-206)**

24-7-7 RECLAIMED VEHICLES; EXPENSES.
 (A) Any time before a vehicle is sold at public sale or disposed of as provided in **Section 24-7-8**, the owner, lienholder or other person legally entitled to its possession may reclaim the vehicle by presenting to the law enforcement agency having custody of the vehicle proof of ownership or proof of the right to possession of the vehicle.
 (B) No vehicle shall be released to the owner, lienholder, or other person under this Section until all towing, storage, and processing charges have been paid. **(625 ILCS 5/4-207)**

24-7-8 DISPOSAL OF UNCLAIMED VEHICLE.
 (A) When an abandoned, lost, stolen or unclaimed vehicle **seven (7) years** of age or newer remains unclaimed by the registered owner, lienholder or other legally entitled person for a period of **thirty (30) days** after notice has been given as provided in **Sections 24-7-5** and **24-7-6** of this Article, the law enforcement agency or towing service having possession of the vehicle shall cause it to be sold at public auction to a person licensed as an automotive parts recycler, rebuilder or scrap processor under **Article 5 of Chapter 625 of the Illinois Compiled Statutes** or the towing operator which towed the vehicle. Notice of the time and place of the sale shall be posted in a conspicuous place for at least **ten (10) days** prior to the sale on the premises where the vehicle has been impounded. At least **ten (10) days** prior to the sale, the law enforcement agency where the vehicle is impounded, or the towing service where the vehicle is impounded, shall cause a notice of the time and place of the sale to be sent by certified mail to the registered owner, lienholder, or other legally entitled persons. Notice as provided in **Sections 24-7-5** and **24-7-6** of this Article as provided in this Section shall state the time and place of sale and shall contain a complete description of the vehicle to be sold and what steps must be taken by any legally entitled persons to reclaim the vehicle.
 (B) If an abandoned, lost, stolen, or unclaimed vehicle displays dealer plates, notice under this Section and **Section 24-7-9** of this Code shall be sent to both the dealer and the registered owner, lienholder, or other legally entitled persons.
 (C) In those instances where the certified notification specified in **Section 24-7-5** and **24-7-6** of this Article has been returned by the postal authorities to the law enforcement agency or towing service, the sending of a second certified notice will not be required. **(625 ILCS 5/4-208)**

24-7-9 DISPOSAL OF UNCLAIMED VEHICLES WITHOUT NOTICE.
 (A) **New Car.** When the identity of the registered owner, lienholder, or other person legally entitled persons of an abandoned, lost, or unclaimed vehicle of **seven (7) years** of age or newer cannot be determined by any means provided for in this Article, the vehicle may be sold as provided for in **Section 23-7-8** without notice to any person whose identity cannot be determined.
 (B) **Old Car.** When an abandoned vehicle of more than **seven (7) years** of age is impounded as specified by this Article, or when any such vehicle is towed at the request or with the

consent of the owner or operator and is subsequently abandoned, it will be kept in custody or storage for a minimum of **ten (10) days** for the purpose of determining the identity of the registered owner, lienholder, or other legally entitled persons and contacting the registered owner, lienholder, or other legally entitled persons by the U.S. Mail, public service or in person for a determination of disposition; and an examination of the State Police stolen vehicle files for theft and wanted information. At the expiration of the **ten (10) day** period, without the benefit of disposition information being received from the registered owner, lienholder, or other legally entitled persons, the vehicle may be disposed of in either of the following ways:

- (1) The law enforcement agency having jurisdiction will authorize the disposal of the vehicle as junk or salvage.
 - (2) The towing service may sell the vehicle in the manner provided in **Section 24-7-8** of this Article, provided that the paragraph shall not apply to vehicles towed by order or authorization of a law enforcement agency.
- (C) **Antique Vehicle.** A vehicle classified as an antique vehicle, custom vehicle, or street rod may, however, be sold to a person desiring to restore it. **(625 ILCS Sec. 5/4-209)**

24-7-10 DISPOSAL OF HAZARDOUS DILAPIDATED MOTOR VEHICLES. Any hazardous dilapidated motor vehicle impounded pursuant to the provisions of this Article and **65 ILCS 5/11-40-3.1**, whether impounded at a public facility or on the property of private towing service, shall be kept in custody for a period of **ten (10) days** for the purpose of determining the identity of the registered owner or lienholder and contacting such owner or lienholder, if known, by regular U.S. Mail. At the expiration of the **ten (10) day** period, without benefit of disposition information being received from the registered owner or lienholder, the law enforcement agency having jurisdiction will authorize the disposal of the vehicle as junk. **(65 ILCS 5/4-209.1)**

24-7-11 COLLECTION OF UNPAID CHARGES. In an action to collect towing, storage, and processing charges that remain unpaid after disposition of a vehicle towed or relocated under this Code, the towing service may recover reasonable collection costs.

24-7-12 POLICE RECORD FOR DISPOSED VEHICLE. When a vehicle in the custody of the City or law enforcement agency is reclaimed by the registered owner, lienholder or other legally entitled person, or when the vehicle is sold at public sale or otherwise disposed of as provided in this Article, a report of the transaction will be maintained by that law enforcement agency for a period of **one (1) year** from the date of the sale or disposal. **(625 ILCS 5/4-210)**

24-7-13 PUBLIC SALE PROCEEDS; DISPOSITION OF.

(A) When a vehicle located within the corporate limits is authorized to be towed away by a law enforcement agency having jurisdiction and disposed of as set forth in this Article, the proceeds of the public sale or disposition after the deduction of towing, storage and processing charges shall be deposited in the treasury of the City.

(B) The provisions of this Section shall not apply to vehicles disposed of or sold at public sale under subsection (k) of **625 ILCS 5/4-107** of the Illinois Vehicle Code. **(625 ILCS 5/4-211)**

24-7-14 LIABILITY OF LAW ENFORCEMENT OFFICERS.

(A) A law enforcement officer or agency, a department of municipal government designated under **625 ILCS 5/4-212.1** or its officers or employees, or a towing service owner, operator, or employee shall not be held to answer or be liable for damages in any action brought by the registered owner, former registered owner, or his legal representative, lienholder or any other person

legally entitled to the possession of a vehicle when the vehicle was processed and sold or disposed of as provided by this Article.

(B) A towing service, and any of its officers or employees, that removes or tows a vehicle as a result of being directed to do so by a law enforcement officer or agency or a department of municipal government or its officers or employees shall not be held to answer or be liable for injury to, loss of, or damages to any real or personal property that occurs in the course of the removal or towing of a vehicle or its contents on a limited access highway in a designated Incident Management Program that uses fast lane clearance techniques as defined by the Department of Transportation. **(625 ILCS 5/4-213)**

24-7-15

VIOLATIONS OF ARTICLE.

(A) Any person who violates **Section 24-7-1** of this Article or who aids and abets in that violation:

- (1) shall be subject to a mandatory fine of **Two Hundred Dollars (\$200.00)**; and
- (2) shall be required by the court to make a disposition on the abandoned or unclaimed vehicle and pay all towing, storage, and processing charges and collection costs pursuant to **Section 24-7-3(A) and (E)**.

(B) When a vehicle is abandoned, it shall be presumed that the last registered owner is responsible for the abandonment and shall be liable for all towing, storage, and processing charges and collection costs, less any amounts realized in the disposal of the vehicle. The last registered owner's liability for storage fees may not exceed a maximum of **thirty (30) days'** storage fees.

The presumption established under this paragraph may be rebutted by a showing that, prior to the time of the tow:

- (1) a report of vehicle theft was filed with respect to the vehicle; or
- (2) the vehicle was sold or transferred, and the last registered owner provides the towing service with the correct identity and address of the new owner at the time of the sale or transfer.

If the presumption established under this Section is rebutted, the person responsible for theft of the vehicle or to whom the vehicle was sold or transferred is liable for all towing, storage, and processing charges and collection costs. **(625 ILCS 5/4-214)**

ARTICLE VIII – NON-HIGHWAY VEHICLES

24-8-1 STATUTORY AUTHORITY. This Article is adopted in accordance with the provisions of **625 ILCS 5/11-1426.1 et seq.**, of the Illinois Vehicle Code, which grants municipalities the authority to permit the operation of Non-Highway Vehicles on their roadways.

24-8-2 GENERAL PROVISIONS. Pursuant to this Article certain non-highway vehicles, as provided hereinunder, will be permitted to operate on City streets and alleys within the corporate limits where appropriate signs are posted and where the posted speed limit is **thirty-five (35) miles per hour** or less. Such vehicles shall be prohibited from driving on any State of Illinois or U.S. Highway which passes through the corporate limits, except to make a direct crossing of such highway, and;

(A) The crossing is made at an angle of approximately **ninety (90) degrees** to the direction of the street, road or highway and at a place where no obstruction prevents a quick and safe crossing;

(B) The non-highway vehicle is brought stop before attempting a crossing;

(C) The operator of the non-highway vehicle yields the right of way to all pedestrian and vehicular traffic which constitutes a hazard; and

(D) That when crossing a divided highway, the crossing is made only at an intersection of the highway with another public street, road, or highway.

Provided, however, no such vehicle shall be allowed to cross Illinois Route 146 at any point east of East Avenue to the corporate limits. NOR shall any such vehicle be allowed to cross new U.S. Route 51 at any point within the corporate limits.

24-8-3 PERMITTED VEHICLES. The following are the non-highway vehicles which will be permitted to operate within the corporate limits:

(A) A Golf Cart, as defined in **625 ILCS 5/1-123.9** of the Illinois Vehicle Code; and

(B) A Recreational Off-Highway Vehicle, as defined in **625 ILCS 5/1-168.8** of the Illinois Vehicle Code.

24-8-4 PERMITS REQUIRED; FEES; APPLICATION.

(A) No person shall operate a qualified non-highway vehicle without first obtaining a permit from the City Clerk as provided herein. PERMITS SHALL BE GRANTED FOR **ONE (1) YEAR** AND SHAL BE RENEWED ANNUALLY ON **JANUARY 1ST** OF EACH AND EVERY SUCCESSIVE YEAR. The fee for a permit shall be **Thirty-Five Dollars (\$35.00)** on such amount as the corporate authorities shall from time to time, deem appropriate. The fee for permits applied for on and after **July 1st** in a particular year, covering the remainder of that calendar year, shall be **Seven Dollars Fifty Cents (\$17.50)** or **one-half (1/2)** of the then applicable annual fee. Insurance coverage is required as provided herein, and coverage shall be verified by the Chief of Police or his designee prior to issuing or renewing a permit. Non-highway vehicles used by governmental entities in the City shall be exempt and not required to obtain permits pursuant to this Article.

(B) Every application for a permit shall be made on a form supplied by the City, which shall contain the following information:

- (1) Name and address of the applicant;
- (2) Name of liability insurance carrier as required for passenger motor vehicles by the State of Illinois;
- (3) Serial number, year, make, model and description of the non-highway vehicle as defined herein; and
- (4) Photocopy of applicable liability insurance coverage specifically for the vehicle to be operated pursuant to the permit;
- (5) Photocopy of the operator's current driver's license; and
- (6) Such other information as the City may require.

- (C) No permit shall be granted unless the following conditions are met:
- (1) the vehicle must be inspected by the Chief of Police or his designee to ensure that the vehicle is safe to operate on City streets and is in full compliance with this Article;
 - (2) Any physically handicapped applicant, as determined pursuant to the sole discretion of the Chief of Police, must submit a certificate signed by a licensed physician in good standing, certifying that the applicant is able to safely operate a non-highway vehicle in question on City streets; and
 - (3) The applicant must provide evidence of insurance in compliance with the provisions of the Illinois Vehicle Code regarding mandatory insurance for passenger motor vehicles operating on the roads of the State of Illinois.

(D) The City may suspend or revoke any permit previously granted hereunder upon a finding that the holder thereof has violated any provision of this Article or that the permittee cannot safely operate a qualified non-highway vehicle pursuant to the terms, conditions and requirements of this Article. If requested in writing within **ten (10) days** of suspension/revocation and filed with the City Clerk, the subject permittee shall be entitled to a due process hearing by the City Administrator to contest the suspension/revocation. The hearing shall be conducted at City Hall at a mutually agreeable time. The hearing shall be informal and the rules of evidence will not apply. The City Administrator will issue his/her decision within **five (5) days** of the hearing and his/her decision will be final.

24-8-5 GENERAL REQUIREMENTS. All persons who operate non-highway vehicles defined herein, on the City streets, must strictly comply with the following requirements:

- (A) They must maintain and provide proof of current liability insurance, meeting all of the mandatory insurance requirements under Article VI of Chapter 7 of the Illinois Vehicle Code of the Illinois Compiled Statutes;
- (B) The vehicle must have an operating/full-functional muffler on gasoline-powered vehicles which allows for the operation of said vehicle within the City at a decibel level which is acceptable to the Chief of Police or his designee;
- (C) The vehicle must be certified as having met all City requirements for an inspection by the Chief of Police or his designee;
- (D) The vehicle must display a current City decal in plain view on the lower left portion of the front windshield of the vehicle;
- (E) The operator must have a current, valid driver's license issued by the State of Illinois or some other foreign jurisdiction; and
- (F) The operator must be a minimum of **twenty-one (21) years** of age.

24-8-6 RULES. All persons who operate a non-highway vehicle as defined herein, on City streets, must ensure compliance with the following rules:

- (A) Must obey all traffic laws of the State of Illinois and the City;
- (B) May only be operated on City streets, except where prohibited;
- (C) May not be operated on any State of Illinois or U.S. Highway except to cross same where permitted as otherwise provided herein;
- (D) May only be operated on City streets which have a posted speed limit of **thirty-five miles per hour (35 MPH)** or less;
- (E) Any person who is operating or in actual physical control of a non-highway vehicle (as defined herein) on a City street while under the influence of alcohol, drugs or a combination thereof shall be subject to the provisions of Section 11-500 through 11.502 of the Illinois Vehicle Code **(625 ILCS 5/11-500 through 5/11-502)**;
- (F) Non-highway vehicles shall not be operated on sidewalks or in the City Park, other than the street and parking areas;
- (G) Non-highway vehicles may not be operated on any streets, highways and/or roads under the jurisdiction of the Illinois Department of Transportation or the Union County Highway

Department, except as may be allowed pursuant to the various provisions of Section 5/11-1426.1 of the Illinois Vehicle Code;

(H) All operators of a non-highway vehicle shall adhere to the child restraint laws pursuant to the Illinois Compiled Statutes.

(I) All operators of and passengers in a non-highway vehicle shall ride in a sitting position and if said vehicle was manufactured with seatbelts attached and/or affixed thereto, wearing a seatbelt while the vehicle is in motion; and

(J) All operators shall not operate a non-highway vehicle in excess of the posted speed limit.

24-8-7

VEHICLE IDENTIFICATION AND REQUIREMENTS.

(A) Any vehicle approved and permitted by the City shall be identifiable by a City-issued sticker.

(B) Each non-highway vehicle must be equipped with the following:

- (1) Brakes;
- (2) A permanently affixed hood or canopy;
- (3) Not less than **four (4) tires**;
- (4) A rear-view mirror;
- (5) Steering wheel apparatus;
- (6) A permanently affixed windshield;
- (7) Red reflectorized warning devices in the front and rear;
- (8) A slow-moving emblem in the (as required of other vehicles in Section 12-709 of the Illinois Vehicle Code) on the rear of the non-highway vehicle;
- (9) A headlight that emits a visible white light which may be seen from a minimum distance of **five hundred (500) feet** to the front;
- (10) A tail lamp that emits a visible red light which may be seen from a minimum of **one hundred (100) feet** from the rear;
- (11) Brake lights; and
- (12) Turn signals.

(C) When operated on a designated roadway, a non-highway vehicle shall have its head lamps and tail lamps lighted at all times, as required by Section 12-201 of the Illinois Vehicle Code.

24-8-8

VIOLATIONS.

(A) Any vehicle authorized for use on a City street/roadway by the passage of this Article shall be subject to all local and state laws that apply to vehicles under the Illinois Vehicle Code and any violation of said laws will result in the operator of said vehicle being eligible for prosecution pursuant to the Illinois Vehicle Code.

(B) Any person who violates any provision of this Article shall be guilty of a petty offense, punishable by a fine of **One Hundred Dollars (\$100.00)**, payable to the City. Any second or subsequent offense shall result in the revocation of the operating permit for a period of not less than **three (3)**, not more than **five (5) years**, as determined by the City Council. Any and all violations of this Article shall not be excessive and may also constitute a violation of the laws of the State of Illinois for which the violator may also be subject to prosecution.

24-8-9

SEVERABILITY.

In the event of a Court of competent jurisdiction declares any provision of this Article to be invalid or unenforceable, the remaining provisions of this Article shall be construed to be valid and enforceable. The invalidity of any part of this Article shall not affect any other part or parts thereof. Except where specifically intended to differ in its restriction and regulation of certain types of non-highway vehicles within the corporate limits of the City, this Article shall be read and interpreted to be consistent with Section 5/11-1426.1 of the Illinois Vehicle Code, as may be from time to

time amended. Any other previous sections or provisions of the City Code, which may be conflict with any part or parts of this Article, are hereby specifically repealed and superseded by the provisions of this Article.

24-8-10 ENFORCEMENT DISCRETION. The interpretation and enforcement of any and all provisions of this Article, as well as the determination of who may or may not be issued a permit pursuant to the rules, terms and conditions of this Article, shall be within the absolute discretion of the City and/or its Chief of Police, or its designee, pursuant to the police powers granted to the City by the laws of the State of Illinois, and all decisions of the City shall be final.

(Ord. No. 2016-10; 11-15-16)

CITY OF ANNA, ILLINOIS

PERMIT APPLICATION

PURPOSE: This application is for a permit to operate a golf cart/neighborhood/utility terrain vehicle on the City of Anna streets in accordance with the City of Anna Ordinance No. 2016-10.

APPLICATION INFORMATION

Name: _____ Date of Birth: _____

Address: _____ Phone Number: _____

Illinois Driver's License No. _____ Expiration Date: _____

Liability Insurance Carrier: _____ Policy Number: _____

GOLF CART/NEIGHBORHOOD/UTILITY TERRAIN VEHICLE INFORMATION

Make: _____ Model: _____ Color: _____

Serial Number: _____ Number of Seats: _____

Description of Vehicle: _____

I, _____, being the undersigned applicant hereby acknowledge receipt of a copy of City of Anna Ordinance Number 2016-10 and hereby attest and affirm that all information provided to be true and factual. I further acknowledge and understand that should any of the information provided prove to be untrue, any permit issued to me by the City of Anna is subject to immediate revocation and invalidation.

Signature of Applicant

Date

Name of Applicant (Print or Type)

City Use --- Check One Box

☐ Fee of \$35 if application submitted before July 1st

☐ Fee of \$17.50 if application submitted on July 1st or after

Amount Paid by Customer: _____ Recv. By: _____

PERMIT APPLICATION RENEWALS

PURPOSE: *This application is for the renewal of a permit previously issued to operate a golf cart/neighborhood/utility terrain vehicle on the City of Anna streets in accordance with the City of Anna Ordinance No. 2016-10.*

APPLICATION INFORMATION

Name: _____ Date of Birth: _____

Address: _____ Phone Number: _____

Illinois Driver's License No. _____ Expiration Date: _____

Liability Insurance Carrier: _____ Policy Number: _____

GOLF CART/NEIGHBORHOOD/UTILITY TERRAIN VEHICLE INFORMATION

Make: _____ Model: _____ Color: _____

Serial Number: _____ Number of Seats: _____

Description of Vehicle: _____

Signature of Applicant

Date

Name of Applicant (Print or Type)

City Use --- Check One Box

☐ *Fee of \$35 if application submitted before July 1st*

☐ *Fee of \$17.50 if application submitted on July 1st or after*

Amount Paid by Customer: _____ Recv. By: _____

Inspected by: _____
Chief of Police

SCHEDULE "A"

STOP INTERSECTIONS

In accordance with **Sections 24-3-1** and **24-3-3** of this Chapter, the following streets are hereby designated as stop and through streets:

I. ONE AND TWO-WAY STOPS.

THROUGH STREET	STOP STREET (DIRECTION)
Illinois Route 51	All Intersecting Streets
Anna State Hospital Dr.	N. Main St. (North Bd.)
Apple Ln.	Peach St. (North Bd.)
Apple St.	Plum St. (Both)
Brady Mill Rd.	East St. (South Bd.)
Brady Mill Rd.	Fredrick St. (South Bd.)
Brady Mill Rd.	Pecan St. (South Bd.)
Brady Mill Rd.	Public Lane (South Bd.)
Cherry St.	Plum St. (East Bd.)
E. Chestnut St.	Ann St. (North Bd.)
E. Chestnut St.	Nile Ave. (North Bd.)
Court St.	Williams St. (Both)
E. Davie St.	Brady Mill Road (West Bd.)
E. Davie St.	Freeman St. (North Bd.)
E. Davie St.	Hileman St. (West Bd.)
E. Davie St.	Market St. (South Bd.)
E. Davie St.	Tucker St. (West Bd.)
East Ave.	Florsheim Dr. (West Bd.)
East Ave.	Maple Dr. (Both)
Florsheim Dr.	Evergreen Dr. (North Bd.)
Florsheim Dr.	Transcraft Dr. (South Bd.)
Forest St.	Wilson St. (Both)
Freeman St.	Church St. (Both)
Freeman St.	Lafayette St. (South Bd.)
Grand Ave.	Maple St. (Both)
N. Green St.	Chestnut St. (North Bd.)
N. Green St.	Kirk St. (East Bd.)
N. Green St.	Kohler St. (West Bd.)
N. Green St.	Lewis Ave. (West Bd.)
N. Green St.	Monroe St. (North Bd.)
S. Green St.	Davie St. (Both)
S. Green St.	Fairview Ave. (South Bd.)
S. Green St.	Jefferson St. (North Bd.)
S. Green St.	Orange St. (South Bd.)
S. Green St.	Washington St. (North Bd.)
Grove St.	Maple St. (West Bd.) (#82-25)

SCHEDULE "A" (CONTINUED)

THROUGH STREET	STOP STREET (DIRECTION)
E. High St.	Morgan St. (Both)
E. High St.	South St. (Both)
E. High St.	Walton St. (Both)
Jefferson St.	Morgan St.
Jefferson St.	South St.
Jefferson St.	Walton St. (East Bd.)
E. Lewis St.	Wilson St. (North Bd.)
Lime-Kiln St.	Sycamore St. (East Bd.)
N. Main St.	Chestnut St. (Both)
N. Main St.	Douglas St. (West Bd.)
N. Main St.	Kohler St. (Both)
N. Main St.	Lincoln St. (West Bd.)
N. Main St.	Monroe St. (Both)
S. Main St.	High St. (Both)
S. Main St.	Laffayette St. (North Bd.)
S. Main St.	Spring St. (Both)
S. Main St.	Washington (South Bd.)
Market St.	Sheridan Rd. (West Bd.)
McKinley St.	Chestnut St. (Both)
McKinley St.	Douglas St. (Both)
McKinley St.	Forest St. (Both)
McKinley St.	Lincoln St. (Both)
McKinley St.	Oak St. (Both) (#82-24)
McKinley St.	Williams St. (East Bd.)
Public Lane	Turner Ave. (South Bd.)
Route 146	S. Main St. (East Bd.)
Sheridan Rd.	Grand Ave. (South Bd.)
Sheridan Rd.	Grove Ave. (South Bd.)
Sprint St.	Cherry St. (South Bd.)
Spring St.	Davie St. (North Bd.)
Spring St.	Dickinson St. (East Bd.)
Spring St.	Highmore Ave. (East Bd.)
Spring St.	Morgan St. (South Bd.)
Spring St.	Walton St. (South Bd.)
Sycamore St.	Roberts St. (Both)
Transcraft Dr.	Industrial Dr. (West Bd.)
Vienna St. (Rt. 146)	Ann St. (South Bd.)
Vienna St. (Rt. 146)	Casey St. (South Bd.)
Vienna St. (Rt. 146)	Division St. (North Bd.)
Vienna St. (Rt. 146)	East Ave. (North Bd.)
Vienna St. (Rt. 146)	George St. (West Bd.)
Vienna St. (Rt. 146)	Grand Ave. (North Bd.)
Vienna St. (Rt. 146)	Green St. (Both)

SCHEDULE "A" (CONTINUED)

THROUGH STREET	STOP STREET (DIRECTION)
Vienna St. (Rt. 146)	Grove Ave. (North Bd.)
Vienna St. (Rt. 146)	Kirk St. (West Bd.)
Vienna St. (Rt. 146)	N. Main St. (South Bd.)
Vienna St. (Rt. 146)	Mallard Lane (North Bd.)
Vienna St. (Rt. 146)	Market St. (North Bd.)
Vienna St. (Rt. 146)	McKinley St. (South Bd.)
Vienna St. (Rt. 146)	Nile Ave. (South Bd.)
Vienna St. (Rt. 146)	Pelican Dr. (North Bd.)
Vienna St. (Rt. 146)	Spring St. (North Bd.)
Vienna St. (Rt. 146)	Stork St. (North Bd.)
Warren St.	Kohler Dr. (Both)
Washington St.	Morgan St. (South Bd.)

II. TWO AND THREE-WAY STOPS.

STREET (DIRECTION)	STREET (DIRECTION)
Fairview Ave. (North Bd.)	Dickinson Rd. (West Bd.)
Florsheim Dr. (East Bd.)	Turner Ave. (North Bd.)
Kohler St. (Both)	Warren St. (South Bd.) (#2021-19)

III. FOUR-WAY STOP INTERSECTIONS.

The following are hereby designated as four-way stop intersections:

Freeman St.	at	Jefferson St.
W. High St.	at	S. Green St. (#2020-17)
Lewis Ave.	at	Main St.
Main St.	at	Vienna St.
McKinley St.	at	Douglas St. (#2022-27)
McKinley St.	at	Lincoln St. (#2022-27)
Spring St.	at	Green St.

SCHEDULE "B"

ONE-WAY STREETS

In accordance with the provisions of **Section 24-3-2**, the following streets are hereby designated as "One-Way", to-wit:

STREET - DIRECTION	LOCATION
S. Green	From W. High to W. Jefferson on school days from 1:00 P.M. to 3:30 P.M.
W. High St.	From North to Green on school days from 1:00 P.M. to 3:30 P.M.
Keller Court	On school days from 1:00 P.M. to 3:30 P.M.
Warren St.	From Kohler to Monroe

SCHEDULE "C"

YIELD RIGHT-OF-WAY INTERSECTIONS

The following streets are hereby designated as yield right-of-way intersections as provided in **Section 24-3-4** of this Chapter.

THROUGH STREET	YIELD STREET
Fairview Ave.	Highmore Ave. (West Bd.)
N. Green St.	Casey St. (East Bd.)
N. Green St.	Norris St. (East Bd.)
E. Jefferson St.	Winstead St. (South Bd.)
W. Lewis St.	Roberts St. (North Bd.)
W. Lewis St.	Warren St. (North Bd.)
Lincoln St.	Court St. (North Bd.)
Monroe St.	Walton St. (South Bd.)
Plum St.	Peach Dr. (Both)
South St.	Church St. (North Bd.)
Spring St.	North St. (West Bd.)
Sycamore St.	McKinley St. (North Bd.)
Warren St.	Casey St. (Both)

SCHEDULE "D"

SPEED LIMITS

In accordance with the provisions of **Section 24-4-2(F)**, the following special speed limit zones are hereby established, to-wit:

STREET - SPEED	LOCATION
Morgan St. (25 MPH)	Entire Length (#79-9)

SCHEDULE "E"

NO PARKING STREETS

Pursuant to the provisions of **Section 24-6-4**, the following streets are hereby designated as "No Parking Streets", to-wit:

STREET DESIGNATED - SIDE	LOCATION OF NO PARKING
Illinois Route 51	From Entire Length in City limits (#95-3)
Fredrick St. (West)	Entire Length (#2022-23)
Hendra St. (East)	Entire Length (#81-14)
Hileman St. (North)	Entire Length (#89-8)
Pecan St. (East)	Entire Length (#89-8)
Brady Mill Rd.	The entire street (#523)
Center St.	The entire street (#523)
Church St.	The entire street (#523)
East St.	The entire street (#523)
Hileman St.	The entire street (#523)
Industrial St.	The entire street (#523)
Kirk Dr.	The entire street (#523)
Pecan St.	The entire street (#523)
Tucker Dr.	The entire street (#523)
Brady Mill Rd. (South)	From E. Davie St. to I.C.R.R. (#548)
Brady Mill Rd. (South)	From Fredrick St. to Front St. (#2022-24)
Casey St. (Both)	From W. Vienna St. to N. Green St. (#340)
Chestnut St. (Southwest)	From N. Green St. for 300' (#199)
Chestnut St. (North)	From N. Main St. to McKinley St. (#336)
Chestnut St. (Northeast)	From N. Main St. to Green St. (#336)
W. Chestnut St. (South)	From N. Main St. to N. Green St. (#534)
E. Davie St. (next to cemetery)	From S.E. corner of cemetery, thence north to the railroad (#161)
W. Davie St. (North)	From S. Green St. to parking lot (#533)
Florsheim Dr. (West)	From Entranceways to existing driveways (#79-28)
E. Freeman St. (Both)	From High St. to Baker St. (#80-12)
Front St. (Both)	From Brady Mill Rd. to U.S. Route 51 (#80-11)
Grand St. (West)	From E. Vienna St. to Sheridan Rd. (#79-14)
Green St. (Both)	From W. Davie St. to W. Vienna St.
Green St. (Both)	From Fairview St. to Orange St. (#78-19)
N. Green St. (East)	From Chestnut St. to Monroe St. (#199)
S. Green St. (West)	From W. Davie St. to Spring St. (#336)
Grove St. (West)	From E. Vienna St. to Sheridan Rd. (#79-15)
High St. (Both)	From Green St. to North St. (#78-19)
E. High St. (North)	From Freeman St. to Main St. (#80-12)
Jefferson St. (Both)	From Green St. to Morgan St. (#82-8)
Jefferson St. (Southwest)	From Morgan St. to South St. (#336)
Kirk St. (South)	From W. Vienna St. to N. Green St. (#78-2)

SCHEDULE "E" (CONTINUED)

STREET DESIGNATED - SIDE	LOCATION OF NO PARKING
Kohler St. (South)	From N. Main St. to N. Green St. (#81-15)
E. Lewis St. (North)	From Roberts St. to Wilson St. (#2010-07)
W. Lewis St. (West Bd. Lane)	From 170' of the intersection with N. Green St. (#2020-25)
S. Main St. (Both)	From E. Davie St. to W. Davie St.
S. Main St. (Both)	From E. Vienna St. to W. Vienna St.
S. Main St. (East)	From Jefferson St. to City limits (#336)
S. Main St. (West)	From Spring St. to Route 146 (#340)
Maple St. (South)	From East Avenue to Grove St. (#2011-14)
Morgan St. (Southeast)	From W. Davie St. to Jefferson St. for 300'
North St. (Both)	From High St. to Spring St. (#78-19)
Orange St. (Both)	From Green St. north 499.1' (#78-19)
Route 146 (Both)	From 468' west of Spring St. to Spring St. (#408)
Route 146 (West)	From W. Jefferson St. to W. Spring St. (#531)
Route 146 (Both)	From S. Main St. to City limits (#451)
Route 146 (South)	From Spring St. to Jefferson St. (#408)
South St. (Northwest)	From Lafayette St. to Jefferson St. (#336)
South St. (Both)	From Lafayette St. to E. Spring St. (#532)
Transcraft Dr. (Both)	From Industrial Dr. to Old Route 51 (#79-5)
Transcraft Dr.	From U.S. 51 west 300' to west limits of street (#495)
Turner Ave. (West)	From Evergreen St. to Front St. (#82-9)
U.S. Route 51	From Route 146 south to corporate limits (#495)
E. Vienna St. (Route 146)	From East St. to the east corporate limits (#495)
E. Vienna St. (South)	From Municipal Market to Grand Ave.
E. Vienna St. (North)	From Nile St. to alley at Phoenix Mill
Vienna St. (Both)	From 153' north of George St. to Spring St. (#408)
Vienna St.	From Main St. to 200' east (#388)
Vienna St. (North)	From Main St. to a point 288' east of Center of Main St. (#408)
Vienna St. (South)	From Main St. to a point 231' east of the centerline of East Ave.
Vienna St. (South)	From Spring St. to Main St. (except as posted) (#408)
Warren St. (West)	From Kohler St. to Monroe St. (#535)

SCHEDULE "F"

LIMITED PARKING STREETS

I. TWO HOURS.

Pursuant to the provisions of **Section 24-6-4**, the following streets are hereby designated as "Limited Parking Streets" and vehicles shall not be parked for a longer period than two (2) hours, from six o'clock (6:00) A.M. to six o'clock (6:00) P.M. each day, except Sunday:

<u>STREET (SIDE)</u>	<u>LOCATION</u>
E. Davie St. (South)	From Freeman St. to S. Main St. (#232)
W. Davie St. (South)	From Monroe St. to S. Main St. (#232)
N. Main St. (Both)	From Chestnut St. to I.C.R.R. (#232)
S. Main St. (Both)	From Jefferson St. to I.C.R.R. (#232)
E. Vienna St. (North)	From N. Main St. to alley (#232)
W. Vienna St. (North)	From N. Main St. to alley (#232)

II. NO PARKING FROM 3:00 A.M. TO 8:00 A.M.

<u>STREET (SIDE)</u>	<u>LOCATION</u>
Davie St. (Both)	From Freeman St. to Green St. (#79-8)
Main St. (Both)	From Monroe St. to Jefferson St. (#79-7)

III. TWO-HOUR PARKING.

There is hereby established a two-hour parking limit on the following streets, to-wit:

<u>STREET (SIDE)</u>	<u>LOCATION</u>
Davie St. (Both)	From Main St. to Green St. (#79-25)
Davie St. (Both)	From Main St. to Freeman St. (#79-25)
East Ave. (Both)	From E. Vienna St. to Sheridan Rd. (#82-10)
Lafayette St. (Both)	From Main St. to Freeman St. (#79-25)
Main St. (Both)	From Vienna St. to City limits (#79-25)
Morgan St. (Both)	From Jefferson to Spring St. (#79-25)
Spring St. (Both)	From South St. to Green St. (#79-25)
Vienna St. (Both)	From Main St. to Green St. (#79-25)
Washington St. (Both)	From Main St. to Green St. (#79-25)

IV. FOUR-HOUR PARKING.

There is hereby established a four-hour parking limit on the following streets, to-wit:

<u>STREET (SIDE)</u>	<u>LOCATION</u>
W. Vienna St. (Both)	From Main St. to Green St. (#80-10)

V. NO PARKING FROM 7:00 A.M. UNTIL 3:00 P.M. ON MONDAY THROUGH FRIDAY.

STREET

LOCATION

S. Main St.

From 611 S. Main to City limits

(A) **Exception.** The Chief of Police shall have the authority to except herefrom any part or all of this designation at any time deemed appropriate by him by placing a cover over the signage and indicating that the same to be by authority of the Chief of Police. It is hereby specifically declared that all federally recognized legal holidays which cause the closing of the postal service shall be appropriate days for the Chief to temporarily exempt the restrictions herein.

(B) **Exempt Vehicles.** All United States Postal vehicles and any other authorized delivery service vehicle for the temporary and limited period necessary to complete delivery.

(C) **Violations.** By authority of Section 11-208.1 of the Illinois Vehicle Code, any person found to be in violation of this Chapter shall be issued an appropriate citation and fined and penalized in accordance with the Illinois Vehicle Code and laws of the State of Illinois by imposing a total fine and cost upon the recipient of **Twenty-Five Dollars (\$25.00).**

(Ord. No. 2007-6; 08-21-07)

SCHEDULE "H"

HANDICAPPED PARKING ZONES

In accordance with the provisions of **Section 24-6-3**, the following handicapped parking zones are hereby established, to-wit:

STREET		LOCATION
Florsheim Dr.		South side by existing driveway nearest east end (#89-15)
Main St. & Davie St.	At	Corner (#83-13)
Main St. & Lafayette St.	At	Corner (#83-13)
Main St. & Washington St.	At	Corner (#83-13)

SCHEDULE "J"

LOAD LIMIT STREETS

In accordance with the provisions of **Section 24-6-6**, the following streets are declared "Load Limit Streets":

STREET – LOAD LIMIT		LOCATION
Anna St. – 5 tons		Entire street (#322)
Chestnut St. – 5 tons	From	Court St. to Ann St. (#322)
East Ave. – 5 tons		Entire street (#322)
Grand Ave. – 5 tons		Entire street (#322)
Grove Ave. – 5 tons		Entire street (#322)
Maple St. – 5 tons		Entire street (#322)
Nile St. – 5 tons		Entire street (#322)
W. Spring St. – 5 tons	From	S. Main St. to W. Vienna St. (#288)

SCHEDULE "P"

NO PASSING ZONE

In accordance with the provisions of **Section 24-4-2(I)** of this Chapter, the following streets are hereby designated as no-passing zones, to-wit:

STREET		LOCATION
S. Green St.	From	Jefferson St. to High St. (#2010-12)

SCHEDULE "V"
SIGNAL INTERSECTIONS

I. GENERAL.

In accordance with the provisions of **Section 24-2-3**, the following streets are declared "Signal Intersection":

Main St.	E. Davie St.
Main St.	Jefferson St.

II. SCHOOL TRAFFIC SIGNALS.

In accordance with **Section 24-2-3**, the following locations are designated school traffic signal control locations, and such person so operating a motor vehicle and coming to a complete stop as provided herein, when such flasher signal is operating shall proceed with due care and caution for pedestrians and proceed only at such time that no person is crossing such street.

At the intersection of Jefferson St. and S. Main St. (Illinois Route 146) **(#308; 05-24-50)**

At the intersection of N. Green St. and W. Vienna St. (U.S. Route 51)

At the intersection of N. Main St. and Monroe St. **(#308; 05-24-50)**

CHAPTER 25 - NUISANCES

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CHAPTER 25

NUISANCES

ARTICLE I – GENERALLY

25-1-1 SPECIFIC NUISANCES ENUMERATED. It is hereby declared to be a nuisance and to be against the health, peace and comfort of the City, for any person, firm or corporation within the limits of the City to permit the following; but the enumeration of the following nuisances shall not be deemed to be exclusive:

(A) **Filth.** To cause or suffer the carcass of any animal or any offal, filth or noisome substance to be collected, deposited or to remain in any place, to the prejudice of others.

(B) **Deposit of Offensive Materials.** To throw or deposit any offal or other offensive matter, or the carcass of any dead animal in any water course, lake, pond, spring, well or common sewer, street or public highway.

(C) **Corruption of Water.** To corrupt or render unwholesome, or impure, the water of any spring, river, stream, pond or lake, well, public or private, to the injury or prejudice of others.

(D) **Highway Encroachment.** To obstruct or encroach upon public highways, private ways, streets, alleys, commons, landing places, and ways to burying places.

(E) **Manufacturing Gunpowder.** To carry on the business of manufacturing gunpowder, nitroglycerine, or other highly explosive substances, or mixing or grinding the materials therefore, in any building within **three hundred (300) feet** of any valuable building erected at the time such business may be commenced.

(F) **Powder Magazines.** To establish powder magazines near incorporated towns, at a point different from that appointed according to law by the corporate authorities of the town, or within **eight hundred (800) feet** of any occupied dwelling house.

(G) **Noxious Odors.** To erect, continue or use any building or other place for the exercise of any trade, employment or manufacture, which, by occasioning noxious exhalations, offensive smells or otherwise, is offensive or dangerous to the health of individuals, or of the public.

(H) **Unlawful Advertising.** To advertise wares or occupations by painting notices of the same on, or affixing them to fences or other private property, or on rocks or other natural objects without the consent of the owner, or if in the highway or other public place, without permission of the proper authorities.

(I) **Bodies of Water.** To create any condition, through the improper maintenance of a swimming pool or wading pool, or by causing any action which alters the condition of a natural body of water, so that it harbors mosquitoes, flies or other animal pests that are offensive, injurious or dangerous to the health of individuals or the public.

(J) **Storing Debris.** To store, dump or permit the accumulation of debris, refuse, garbage, trash, tires, buckets, cans, wheelbarrows, garbage cans or other containers in a manner that may harbor mosquitoes, flies, insects, rodents, nuisance birds or other animal pests that are offensive, injurious or dangerous to the health of individuals or the public.

(K) **Harassment.** To harass, intimidate or threaten any person who is about to sell or lease or has sold or leased a residence or other real property, or is about to buy or lease, or has bought or leased a residence or other real property, when the harassment, intimidation, or threat relates to a person's attempt to sell, buy or lease a residence, or other real property, or refers to a person's sale, purchase or lease of a residence or other real property.

(L) **Business.** To establish, maintain, and carry on any offensive or unwholesome business or establishment within the limits of the City or within **one and one-half (1 ½) miles** of the City limits.

(M) **Filthy Premise Conditions.** To keep or suffer to be kept in a foul, offensive, nauseous or filthy condition, any chicken coop, cow barn, stable, cellar, vault, drain, privy, sewer or sink upon any premises belonging to or occupied by any person, or any railroad car, building, yard, grounds, and premises belonging to or occupied by any person.

(N) **Expectorate.** To expectorate on any public sidewalk or street, or other public building or floor or walk of any public vehicle or hall.

(O) **Litter on Streets.** It shall be unlawful for any person to deposit upon or allow trash, paper, cardboard, wire, dirt, rock, stone, glass, brick, lumber, wood or litter or material objects of any size or description to fall upon the streets of the City from any moving vehicle, or to be thrown from a moving vehicle, or to throw from a moving vehicle and to remain thereon.

(P) **Accumulation of Junk and Trash.** To deposit or pile up any rags, old rope, paper, iron, brass, copper, tin, aluminum, used lumber, derelict truck trailers, camping trailers, or boats, appliances, construction materials, demolition debris, ashes, garbage, refuse, plastic, brush, litter, weeds, slush, lead, glass bottles or broken glass upon any residential home lot, piece or parcel of land or upon any public or private alley, street or public way within the City.

(Q) **Rodents.** To cause or permit any condition or situation to exist that shall attract, harbor, or encourage the infestation of rodents.

(R) **Bringing Nuisances into the City.** To bring into the City or keep therein for sale or otherwise, either for food or for any other purpose, any dead or live animal or any matter, substance, or thing which shall be a nuisance, or which shall occasion a nuisance in the City, or which may or shall be dangerous or detrimental to health.

(S) **Offensive Liquids.** To keep nauseous, foul or putrid liquid or substance or any liquid or substance likely to become nauseous, foul, offensive, or putrid, nor permit any such liquid to be discharged, placed, thrown, or to flow from or out of any premise into or upon any adjacent premises or any public street or alley, nor permit the same to be done by any person connected with the premises.

(T) **Dense or Offensive Smoke.** To cause or permit the emission of dense smoke from any fire, chimney, engine, oil burner or any other agency in the City so as to cause annoyance or discomfort to the residents thereof.

(U) **Scrap Tires, Both Mounted and Dismounted.** To keep any scrap tires, either mounted or dismounted, in open view, or so as to allow such tires to accumulate stagnant water so as to provide a breeding ground for mosquitoes and other pests.

(V) **Motor Transport Engines.** To operate motor vehicle transport engines in the nighttime between the hours of **eight (8:00) o'clock P.M.** and **six (6:00) o'clock A.M.**, in any place in which a majority of the buildings, within a radius of **four hundred (400) feet** are used exclusively for residence purposes, excluding state and federal highways.

(W) **Accumulation of Debris.** To store, dump or permit the accumulation of debris, refuse, garbage, trash, tires, buckets, cans, wheelbarrows, garbage cans or other containers in a manner that may harbor mosquitoes, flies, insects, rodents, nuisance birds or other animal pests that are offensive, injurious or dangerous to the health of individuals or the public.

(X) **Discarded Machinery or Materials.** To store, keep or maintain outside of a closed building the following: (1) used appliances, used or dilapidated furniture, bathroom fixtures, tires, old iron or metal, motor vehicle parts and all other parts, tools, machinery, and equipment in inoperable condition, for longer than a two-week time period; or, (2) used lumber, bricks, blocks, or other building salvage or construction material, unless such material is intended for reuse and arranged in an orderly fashion.

(Y) **Generally.** To commit any act which is a nuisance according to the common law of the land or made such by statute of the State. **(740 ILCS 55/221 – 55/222)**

Nothing in this Section shall be construed to prevent the corporate authorities of this City from declaring what shall be nuisances and abating them within the City limits.

25-1-2 NUISANCES DETRIMENTAL TO HEALTH GENERALLY. No building, vehicle, structure, receptacle, yard, lot, premise, or part thereof shall be made, used, kept, maintained or operated in the City if such use, keeping or maintaining shall be dangerous or detrimental to health.

25-1-3 NOTICE TO ABATE. Whenever the Superintendent, Mayor or Police Chief finds that a nuisance exists, he shall direct the City Clerk to mail (certified) to the party responsible for the nuisance and to the party on whose property the nuisance exists a written notice ordering that the nuisance be abated within a reasonable time. The notice to abate shall contain:

- (A) A description of what constitutes the nuisance;
- (B) The location of the nuisance;
- (C) A statement of what condition or state of affairs must be achieved in order for the nuisance to be deemed abated;
- (D) The date by which abatement must be completed;
- (E) The date by which a request for a hearing must be filed and a statement of the procedure for so filing;
- (F) A statement that the responsible party has a right to appeal the abatement order to the City Council.
- (G) A statement indicating that if the nuisance is not abated by the date prescribed and/or if no request for hearing is made within the time prescribed, this City will abate the nuisance and assess the costs against the property and/or impose a fine.

25-1-4 HEARING. Any person ordered to abate a nuisance may have a hearing with the Police Chief or his designated representative ordering the abatement. A request for a hearing must be made in writing and delivered to the City Clerk within the time stated in the notice; otherwise, it will be presumed that a nuisance exists, and that such nuisance must be abated as ordered. The hearing shall not be a formal trial-type proceeding, but appropriate procedural safeguards shall be observed to ensure fairness. At the conclusion of the hearing, the Police Chief or his designated representative shall render his decision and the reasons therefor in writing. If he finds that a nuisance exists, he shall order it abated within an additional time which must be reasonable under the circumstances.

25-1-5 APPEAL. Any party aggrieved by the decision of the Police Chief may appeal to the City Council. Such appeal shall be taken by filing with the City Clerk within **five (5) days** of such decision a written statement indicating the basis for the appeal.

The appeal shall be heard by the City Council at the next regular or special meeting after such filing. Their findings shall be conclusive and if a nuisance is found to exist, it shall be ordered abated within a time reasonable under the circumstances.

25-1-6 ABATEMENT BY CITY. If the person ordered to abate a nuisance fails to do so, or if the nuisance poses an emergency, this City may perform the required action to abate. Any City official who is authorized to abate any nuisance as defined in this Article shall have authority to engage the necessary assistance and to incur the necessary expenses therefor. The official who abates a nuisance shall keep an accurate account of the expenses incurred. The itemized expense shall be filed with the City Clerk who shall pay such expenses on behalf of this City. **(See 65 ILCS 5/11-60-2)**

25-1-7 FAILURE TO COMPLY WITH NOTICE. If the person notified to abate a nuisance shall neglect or refuse to comply with the requirements of such notice by abating such nuisance within the time specified, such person shall be guilty of a violation of this Code. The City shall not be required to issue another notice where the condition or violation is at first abated, but later resumed and/or repeated.

(65 ILCS 5/11-60-2 and 720 ILCS 5/47-5; 5/47-10 and 5/47-15)

[See Section 1-1-20 for General Penalty]

ARTICLE II – WEED AND TALL GRASS CONTROL

25-2-1 **DEFINITIONS.** "Weeds" as used herein shall include, but not be limited to, the following:

- (A) All noxious weeds as defined by the statutes of the State of Illinois.
- (B) "Tall grasses" as used herein shall include any and all other grass or growing vegetation which has reached a height exceeding **eight (8) inches**.

25-2-2 **NUISANCE/HEIGHT.** It is hereby declared to be a nuisance and shall be unlawful the owner(s) or occupant(s) or anyone who has responsibility for any parcel of real estate located within the municipal limits to allow or refuse and/or neglect to cut weeds and tall grass as defined herein to grow to a height exceeding **eight (8) inches**. Any such weeds or tall grass exceeding such height are hereby declared to be a public nuisance.

25-2-3 **NOTICE.** The Chief of Police, any sworn officers of the Police Department or any other person designated by the City Council may issue a written notice for removal of weeds or grass. Such weeds or grass shall be cut by the owner(s), occupant(s) or person(s) responsible for the real property within **five (5) days** after such notice has been duly served, without exception for weekends and/or holidays.

25-2-4 **NOTICE TO ABATE.** Whenever the Chief of Police, any sworn police officer or other property designated City representative finds that a nuisance exists, written notice in a form approved the City Council shall be served upon the property owner(s) and/or any other person(s) who have possessory interest in the property in the manner hereinafter provided, ordering that the nuisance be abated within **five (5) days** after service. Said Notice to Abate shall contain not less than the following:

- (A) A description of the nuisance;
- (B) A description or permanent parcel index number describing the location of the nuisance;
- (C) A statement as to what is expected for the City to consider the nuisance as abated;
- (D) The date by which the abatement must be completed to avoid further action and/or penalties;
- (E) A statement indicating that the City will abate the nuisance at the owner's expense, and describing the fines, costs and/or expenses, and other penalties which will be assessed by the City if said nuisance is not timely abated.

25-2-5 **SERVICE OF NOTICE.** Service of the notice provided for herein may be affected by posting said notice on the front door of any existing structure located on the premises, or if no structure exists, then in the front yard of the premises, a photograph copy of said posting shall be kept in the records of the City Clerk concerning the nuisance and shall be prima facie evidence that the posting was done in accordance herewith.

25-2-6 **ABATEMENT - FINES.** Failure to abate the nuisance as defined herein after the above-stated notice requirements have been met shall be punishable by a fine of **Two Hundred Fifty Dollars (\$250.00)** for each offense. Each and every day the nuisance continues unabated after service of notice herein shall constitute a separate offense.

25-2-7 **ADDITIONAL ABATEMENT COSTS.** In addition to the fine assessed hereunder, violator(s) shall be liable for any costs which the City incurs in abating the nuisance, with the minimum cost for said abatement to be in the amount of **Two Hundred Fifty Dollars (\$250.00)**, which cost shall be in addition to any fines imposed hereunder. In addition, the violators shall also be liable for reasonable attorney's fees which may be incurred by the City in abating said nuisance and/or prosecuting any citations issued herein.

25-2-8 **ABATEMENT BY THE CITY.** If any person or persons fails to abate a nuisance as defined herein after being properly noticed and ordered so to do, or if the nuisance poses an emergency as declared by the Chief of Police or his designate, the City may perform the required action to abate. Any municipal official who is authorized to abate any nuisance shall have authority to engage the necessary assistance and to incur the necessary expense in abating said nuisance. The official who abates said nuisance shall keep an accurate account of the expenses incurred so as to seek reimbursement from the person or persons who caused or is otherwise responsible for said nuisance.

25-2-9 **REPEAT VIOLATIONS.** The corporate authorities shall not be required to issue another notice in those instances where the condition which constituted the nuisance is at first abated but is later resumed and/or repeated within **thirty (30) days** after the abatement of the original nuisance.

25-2-10 **ENFORCEMENT.** Charges for any and all weed/grass removal shall constitute a lien upon the premises. A bill and/or statement representing the cost(s) and/or expense(s) incurred by the City in abating said nuisance along with a notification for disconnection of utilities shall be presented to the owner(s) and/or other person responsible for said nuisance within **five (5) days** of its abatement by the City. If said statement and/or bill is not paid within **thirty (30) days** of submission of the bill and notice of discontinuation of utility services, the bill then reaches a delinquent status and as such all City utilities to the premises may be discontinued, in conformity and continuity with the laws of the State of Illinois.

25-2-11 **LIENS.** If said fines, costs and/or expenses and penalties remain unpaid, a Notice of Lien of said fines, penalties and expenses incurred by the City shall be prepared and recorded in the Union County Clerk's office, which Notice shall consist of a sworn statement containing not less than the following information:

- (A) A description of the real estate sufficient for identification thereof; and
- (B) A listing of the amount of money owed to the City representing the fines, costs, and/or expenses incurred or payable for the violation and/or the services provided; and
- (C) A listing of the date or dates when said expenses were incurred by the City.

Said lien(s) shall be filed immediately after the bill becomes delinquent and after all other methods of collection as outlined herein have been exhausted.

25-2-12 **FORECLOSURE OF LIEN.** Property subject to a lien for unpaid weed and/or grass cutting charges shall be sold for non-payment of the same and the proceeds of such sale shall be applied to pay the charges, fines, costs and/or other expenses incurred by the City, as is the case in the foreclosure of statutory liens. Such foreclosure shall be in the name of the City and shall occur and be authorized after said lien is in effect for not less than **sixty (60) days**.

25-2-13 **RELEASE OF LIEN.** Upon the payment of the costs, fines and/or expenses by the owner of, or the person(s) interested in such property after the notice of lien has been filed, the lien provided for by this Article shall be released by the City or person in whose name the lien has been filed, with the release to be filed of record as in the case of the filing of Notice of Lien.

**(Ord. No. 2008-9; 08-18-08)
(65 ILCS 5/11-20-6 and 5/11-20-7)**

ARTICLE III - GARBAGE AND DEBRIS

25-3-1 ACCUMULATION PROHIBITED. No person shall permit any garbage or trash to accumulate on their premises or private property. It is hereby declared to be a nuisance and it shall be unlawful for the owner or occupant of real estate to refuse or neglect to remove the garbage or debris.

25-3-2 NOTICE TO PERSON. The Mayor, Chief of Police, or the Mayor's designated representative may issue a written notice for removal of garbage or debris. Such garbage or debris shall be removed by the owner or occupant within **five (5) days** after such notice has been duly served.

25-3-3 SERVICE OF NOTICE. Service of notice provided for herein may be effected by handing of the same to the owner, occupant, or lessee of the premises, or to any member of his household of the age of **fifteen (15) years** or older found on the premises, or by mailing such notice to the last known residence address of the owner; provided that if the premises are unoccupied and the owner's address cannot be obtained, then the notice may be served by posting the same upon the premises.

25-3-4 ABATEMENT. If the person so served does not abate the nuisance within **five (5) days**, the City may proceed to abate such nuisance, keeping an account of the expense of the abatement and such expense shall be charged and paid by such owner or occupant, plus court costs and attorney's fees.

25-3-5 LIEN. Charges for such removal shall be a lien upon the premises. A bill representing the cost and expense incurred or payable for the service shall be presented to the owner. If this bill is not paid within **thirty (30) days** of submission of the bill, a notice of lien of the cost and expense incurred by the City may be recorded in with the Montgomery County Recorder of Deeds.

Such lien notice shall contain:

- (A) A description of the real estate sufficient for identification thereof.
- (B) The amount of money representing the cost and expense incurred or payable for the service.
- (C) The date or dates when said cost and expense was incurred by the City and shall be filed within **sixty (60) days** after the cost and expense is incurred.

25-3-6 PAYMENT. Notice of such lien claim shall be mailed to the owner of the premises if his address is known. Upon payment of the cost and expense after notice of lien has been filed, the lien shall be released by the City or person in whose name the lien has been filed and the release shall be filed of record in the same manner as filing notice of the lien.

25-3-7 FORECLOSURE OF LIEN. Property subject to a lien for unpaid charges shall be sold for non-payment of the same and the proceeds of such sale shall be applied to pay the charges after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be in the name of the City, after lien has been in effect for **sixty (60) days**. Suit to foreclose this lien shall be commenced within **two (2) years** after the date of filing notice of lien.

(See 65 ILCS 5/11-20-13)

ARTICLE IV - INOPERABLE MOTOR VEHICLE

25-4-1 **DEFINITIONS.** For the purpose of this Code, the following term(s) shall have the meanings ascribed to them as follows:

"INOPERABLE MOTOR VEHICLES" shall mean any motor vehicle which, for a period of at least **seven (7) days**, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power. "Inoperable Motor Vehicle" shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations.

25-4-2 **DECLARATION OF NUISANCE.** All inoperable motor vehicles, whether on public or private property in view of the general public, are hereby declared to be a nuisance.

25-4-3 **NOTICE TO OWNER.** The Police Chief or a designated representative shall notify the owner of the motor vehicle, informing him that he shall dispose of any inoperable vehicles under his control. If the owner fails to dispose of said inoperable vehicle(s) after **seven (7) days** from the issuance of the notice, the Police Chief or a designated representative may authorize a towing service to remove and take possession of the inoperable vehicle or parts thereof at the owner's expense.

25-4-4 **EXCLUSIONS.** Nothing in this Article shall apply to any motor vehicle that is kept within a building when not in use, to operable historic vehicles over **twenty-five (25) years** of age, or to a motor vehicle on the premises of a licensed business engaged in the wrecking or junking of motor vehicles.

(65 ILCS 5/11-40-3)

[See Section 1-1-20 for General Penalty]

ARTICLE V - DANGEROUS AND UNSAFE PROPERTIES

25-5-1 ADOPTION BY REFERENCE. The City may demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within the City and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those building. Therefor, the City does hereby adopt by reference the applicable provisions of **Chapter 65 of the Illinois Compiled Statutes, Sections 5/11-31-1 and 5/11-31-1.1** governing dangerous and unsafe buildings.

[See Section 1-1-20 for General Penalty]

ARTICLE VI - PENALTIES AND SPECIAL ASSESSMENT

25-6-1 SPECIAL ASSESSMENT. In addition to any other method authorized by law, if (i) a property owner is cited with a Code violation under this Chapter, requiring the cutting of grass and weeds, the removal of garbage and debris, the removal of inoperable motor vehicles, or rodent and vermin abatement, (ii) noncompliance is found upon reinspection of the property after the due date for compliance with an order to correct the Code violation or with an order for abatement; (iii) costs for services rendered by the municipality to correct the Code violation remain unpaid at the point in time that they would become a debt due and owing the municipality, as provided in **Chapter 65 of the Illinois Compiled Statutes, Section 5/11-31-1.1 et seq.**, and (iv) a lien has been filed of record by the municipality in the office of the Recorder of Deeds in the county in which the property is located, then those costs may be collected as a special assessment on the property pursuant to **65 ILCS 5/9-2-4.5**. Upon payment of the costs by the owner of record or persons interested in the property, the lien shall be released by the municipality and the release shall be filed of record in the same manner as the filing of notice of the lien.

[See Section 1-1-20 for General Penalty]

CITY OF ANNA
103 MARKET ST
ANNA, IL 62906
PHONE: (618) 833-8528

NOTICE OF NUISANCE VIOLATION

TO: _____

You are hereby notified that the Police Chief or his representatives has determined that the property owned by you and/or occupied by you, or under your control as the case may be located at _____, within the corporate limits of this City contains an unlawful nuisance(s) as defined by **Chapter 25** of the Revised Code of Ordinances as follows:

You are required pursuant to **Chapter 25, Article I, Section 25-1-3** to abate and remove any nuisance(s) within **five (5) days** from the date of this Notice as follows:

Please be advised that within said **five (5) day** period after service of this Notice upon you, you may request a hearing before the President and City Council of the City in order for you to contest the findings and conclusions stated herein or request an extension of time within which you shall remediate the condition of your property by removing the items specified and identified herein that constitute a violation of the City Ordinances. This request shall be in writing and delivered to the Clerk or Deputy Clerk of the City within said **five (5) days** after you receive said Notice. The hearing shall be scheduled within **thirty (30) days** after the City receives your request. During the course of said hearing you may be represented by counsel, present evidence on your behalf and cross-examine any witnesses presented by the City, that the formal rules of evidence shall not apply.

If your appeal or request for extension is denied, you shall then be required to remove all items which the City contends which constitute a nuisance and violation of City Ordinances within **five (5)** after having received notification of the Council's decision.

If you fail to comply and the nuisance is not abated within the time prescribed the City shall proceed to issue the appropriate citation which may subject you to the penalties prescribed by the City Ordinances and State law as well as institute a suit seeking a judicial order permitting the City to remove all said items which constitute the nuisance from your premises and dispose of same at your expense, impose a monetary penalty and enjoin the continuation of said nuisance.

The Corporate Authorities shall keep an account of the expense incurred for said abatement charges and if this bill is not paid within **thirty (30) days** after it is presented to you, a lien for the costs and expenses incurred by the City shall be recorded and the property which is subject to the lien may be sold for non-payment of same.

CHIEF OF POLICE
CITY OF ANNA

Dated this _____ day of _____, 20____.

CITY OF ANNA
103 MARKET ST
ANNA, IL 62906
PHONE: (618) 833-8528

NOTICE OF UNLAWFUL WEED, PLANT, OR GRASS GROWTH

TO: _____

You are hereby notified that the Chief of Police or his representatives has determined that the property owned by you and/or occupied by you, or under your control as the case may be located at _____, within the corporate limits of this City contains unlawful weed, plant, or grass growth as defined by **Chapter 25, Article II**, of the Revised Code of Ordinances, that being said growth that exceeds **eight (8) inches** in height. Any such weeds, plants, or grass are hereby declared to be a nuisance.

You are required to remove all said growth within **five (5) days** from the date of this Notice.

Please be advised that within said **five (5) day** period after service of notice upon you, that you may request a hearing before the President of the City in order for you to contest the findings and conclusions stated herein or request an extension of time within which you shall remediate the condition on your property by cutting and removing all said weeds, plants, or grass that are in violation of City ordinances. This request shall be in writing and delivered to the Clerk or Deputy Clerk of the City. The hearing shall be scheduled within **five (5) days** after the City receives your request and shall be conducted by the Mayor or other person appointed by him. If your appeal or request for extension is denied you are then required to cut and remove all said weeds, plants, or grass within **five (5) days** after having received notification of the Mayor or his agent's decision. Oral notification is sufficient if rendered at the time of the hearing.

If you fail to comply the City shall proceed to issue the appropriate citation which may subject you to the penalties prescribed by the City Ordinances and State law. In addition, the municipal authorities shall proceed to abate said nuisance; that is, cut and remove the offending grass, weeds or plants.

The cost of such growth removal shall be paid by you. Charges for said action, i.e. the cutting or removal of said weeds, plants, or grass including labor shall be a lien upon said premises. A bill for the cost and expenses incurred by the City shall be presented to you and if not paid within **thirty (30) days** of its submission, a Notice of Lien of said cost and expenses incurred by the City shall be recorded against the property.

Any property subject to said lien may be sold for non-payment of the same and the proceeds of such sale shall be applied to pay the charges after deducting costs, as is the case in the foreclosure of statutory liens. You are also subject to penalties as provided by the terms and provisions of the City code. The cost and expense of restitution, including all labor and material shall also be imposed as a penalty for each violation.

CHIEF OF POLICE
CITY OF ANNA

Dated this _____ day of _____, 20____.

CITY OF ANNA
103 MARKET ST
ANNA, IL 62906
PHONE: (618) 833-8528

NOTICE OF UNLAWFUL GARBAGE AND/OR DEBRIS OR TRASH

TO: _____

You are hereby notified that the Chief of Police has determined that property owned by you and/or occupied by you, or under your control as the case may be located at _____, within the corporate limits of this City contains garbage and/or debris or trash as defined by **Chapter 25, Article III** of the Revised Code of Ordinances of the City. The accumulation of said garbage, debris, or trash on said premises is hereby declared to be a nuisance and unlawful.

You are required to remove all such material within **five (5) days** from the date you receive this Notice.

Please be advised that within said **five (5) day** period after service of this Notice upon you, you may request a hearing before the President and City Council of the City in order for you to contest the findings and conclusions stated herein or request an extension of time within which you shall remediate the condition of your property by removing said garbage, debris, and trash. This request shall be in writing and delivered to the Clerk or Deputy Clerk of the City within said **five (5) days** after you receive said Notice. The hearing shall be scheduled within **thirty (30) days** after receipt of your request. During the course of said hearing you may be represented by counsel, present evidence on your behalf, and cross-exam any witnesses presented by the City, that the formal rules of evidence shall not apply. If your appeal is denied, you are then required to remove all said garbage, debris, or trash within **five (5) days** after having received notification of the Council's decision. If you fail to comply the City shall proceed to issue the appropriate citation, which may subject you to the penalties prescribed by the City ordinances and State law as well as institute a suit seeking a judicial order permitting the City to remove all materials and items in violation of law from your premises and dispose of same at your expense.

The corporate authorities shall keep an account of the expense incurred for said abatement, charges and if this bill is not paid within **thirty (30) days** after it is presented to you, a lien for the costs and expenses thereof incurred by the City shall be recorded and the property which is subject to the lien may be sold for non-payment of same.

CHIEF OF POLICE
CITY OF ANNA

Dated this _____ day of _____, 20_____.

CITY OF ANNA
103 MARKET ST
ANNA, IL 62906
PHONE: (618) 833-8528

NOTICE OF INOPERABLE VEHICLE

TO: _____

You are hereby notified that the Police Department has determined that an "inoperable vehicle(s)" owned by you and/or stored by you, or under your control as the case may be is located at _____, within the corporate limits of this City. That this constitutes an unlawful nuisance(s) as defined by **Chapter 25, Article IV, Section 25-4-1** of the Revised Code of Ordinances.

You are required to abate and remove any and all inoperable vehicles within **seven (7) days** from the date of this Notice.

Please be advised that within said **seven (7) day** period after service of this Notice upon you, you may request a hearing before the President and City Council of the City in order for you to contest the findings and conclusions stated herein or request an extension of time within which you shall remediate the condition of your property by removing said inoperable vehicle(s) that constitute a violation of the City Ordinances. This request shall be in writing and delivered to the Clerk or Deputy Clerk of the City within said **seven (7) days** after you receive said Notice. The hearing shall be scheduled within **thirty (30)** days after the City receives your request. During the course of said hearing you may be represented by counsel, present evidence on your behalf and cross-examine any witnesses presented by the City, that the formal rules of evidence shall not apply.

If your contest or request for extension is denied, you shall then be required to remove all the inoperable vehicles which the City contends constitute a nuisance and a violation of City Ordinances within **seven (7) days** after having received notification of the Council's decision.

If you fail to comply and the nuisance is not abated within the time prescribed, the City shall proceed to issue the appropriate citation which may subject you to the penalties prescribed by the City Ordinances and State law as well as institute a suit seeking a judicial order permitting the City to removal all said items which constitute the nuisance from your premises and dispose of same at your expense, impose a monetary penalty and enjoin the continuation of said nuisance.

The Corporate Authorities shall keep an account of the expense incurred for said abatement charges and if this bill is not paid within **thirty (30) days** after it is presented to you, a lien for the costs and expenses incurred by the City shall be recorded and the property which is subject to the lien may be sold for non-payment of same.

CHIEF OF POLICE
CITY OF ANNA

Dated this _____ day of _____, 20_____.

CITY OF ANNA
103 MARKET ST
ANNA, IL 62906
PHONE: (618) 833-8528

NOTICE OF DERELICT

TO: _____

You are hereby notified that the Chief of Police or other person designated by him to act on his behalf, has received a complaint, or a member of the Police Department has personally observed or has reasonable and probable cause to believe and conclude that a derelict _____ owned, stored, housed, or possessed by you or under your control as the case may be, is presently located _____, within the corporate limits of the City, that same is in view of the general public and is an unlawful nuisance(s) as defined by **Chapter 25, Nuisances, Article IV, et seq.** of the City Revised Code of Ordinances. This/these _____ is/are hereby declared to be a nuisance.

Pursuant to said ordinance you are ordered and required to abate said nuisance by removing and disposing of the object(s) described herein within **seven (7) days** after you receive a copy of this Notice.

Please be advised that within said **seven (7) day** period after service of this Notice upon you, you may request a hearing before the City in order for you to contest the findings and conclusions stated herein or request an extension of time within which you shall remediate the condition of your property by removing the items specified and identified herein that constitute a violation of the City Ordinances. This request shall be in writing and delivered to the Clerk or Deputy Clerk of the City within **seven (7) days** after you receive said Notice. The hearing shall be scheduled within **thirty (30) days** after the City received your request before a person appointed by the Mayor. During the course of said hearing you may be represented by counsel, present evidence on your behalf and cross-examine any witnesses presented by the City, that the formal rules of evidence shall not apply.

If your appeal or request for extension is denied, you shall then be required to remove all items which the City contends which constitute a nuisance and violation of City Ordinances within **seven (7) days** after having received notification of the decision.

If you fail to comply and the nuisance is not abated within the time prescribed the City shall proceed to issue the appropriate citation which may subject you to the penalties prescribed by the City Ordinances and State law as well as institute a suit seeking a judicial order permitting the City to remove all said items which constitute the nuisance from your premises and dispose of same at your expense, impose a monetary penalty and enjoin the continuation of said nuisance.

The Corporate Authorities shall keep an account of the expense incurred for said abatement charges and if this bill is not paid within **thirty (30) days** after it is presented to you, a lien for the costs and expenses incurred by the City shall be recorded and the property which is subject to the lien may be sold for non-payment of same.

CHIEF OF POLICE
CITY OF ANNA

Dated this ____ day of _____, 20__.

CITY OF ANNA
103 MARKET ST
ANNA, IL 62906
PHONE: (618) 833-8528

NOTICE OF DANGEROUS AND/OR UNSAFE BUILDING/STRUCTURE

TO: _____

You, as owner(s) of the property lawfully described below, are hereby notified by the undersigned **City of Anna, Union County, Illinois**, that said property has upon it a building/ structure which is:

(A) Dangerous and/or unsafe in that said building or structure has become so dilapidated, decayed, unsafe, unsanitary or which so utterly fails to provide the amenities essential to decent living, that it is unfit for human habitation or is likely to cause sickness or disease, so as to cause injury to the health, morals, safety, or general welfare of those living therein now or hereafter; or

(B) Dangerous and/or unsafe in that said building or structure has light, air or sanitation facilities which are inadequate to protect the health, morals, safety, and general welfare of human beings who live or may live therein; or

(C) Dangerous and/or unsafe in that the condition of the building or structure is unsafe, unsanitary, or dangerous to the health, morals, safety, and general welfare of the people of this City; or

(D) Dangerous and/or unsafe in that the building or structure is uncompleted and/or abandoned; or

(e) Dangerous and/or unsafe pursuant to any of the terms and provisions of the City Code of Ordinances, **Chapter 25, Nuisances, Article V, Building as Nuisance**.

This building has been found to be a dangerous and unsafe building by the City officials. This Notice shall remain on this building until it is repaired, vacated, or demolished in accordance with the Notice which has been given the owner, occupant, lessee, mortgagee, or agent of this building, or person or persons in whose name or names such building was last assessed, and all other persons having an interest in said building as shown by the land records of the County Recorder of Deeds. It is unlawful to remove this Notice until such notice is complied with.

That said building/structure is hereby declared to be a public nuisance and shall be repaired, vacated, or demolished as provided in the City Code of Ordinances, **Chapter 25, Nuisances, Article V, Building as Nuisance**.

The property is hereby legally described as follows: _____

Unless such building/structure is repaired, put into safe condition or demolished and all debris removed within **ninety (90) days** of the receipt of this Notice, the City shall apply to the Circuit Court for an order authorizing such action to be taken by the City with respect to the above-described building/structure. Any costs incurred by the City to restore the buildings to a safe condition or to demolish the building and remove debris shall be recovered from the owners of the above-described property pursuant to Chapter 65, Paragraph 5/11-31-1, Illinois Compiled Statutes.

That the said costs incurred by the City shall be a lien on the property which lien shall be subordinate to all prior existing liens and encumbrances. The City shall file Notices of Lien in the office of the County Recorder of Deeds. Said lien may be enforced by proceeding to foreclosure as in the case of mortgages or mechanics of lien. A suit to foreclosure this lien shall be commenced within **three (3) years** after the date of filing Notice of Lien.

Dated this _____ day of _____, 20____.

CHAPTER 27 - OFFENSES

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CHAPTER 27

OFFENSES

ARTICLE I – DEFINITIONS

27-1-1 MEANINGS OF WORDS AND PHRASES. For the purpose of this Chapter the words and phrases of the **Illinois Compiled Statutes, Chapter 720, Sections 2-1 through 2-11; 2-13 through 2-22**, as approved, adopted and amended are hereby adopted by the City, as fully as if set out herein. **(See 65 ILCS 5/1-3-2)**

27-1-2 CRIMINAL CODE ADOPTED. The **Illinois Criminal Code, Illinois Compiled Statutes, Chapter 720**, as passed, approved and amended by the Illinois General Assembly is hereby adopted by the City; the provisions thereof shall be controlling within the corporate limits of the City; provided, however, the penalties as provided by this Code shall apply. **(See 65 ILCS 5/1-3-2 and 5/11-1-1)**

ARTICLE II - GENERALLY

27-2-1 DISTURBING POLICE OFFICER. No person shall, by violent conduct, disturb any police officer in the discharge of his duties; nor shall any person assault, strike, or fight with any police officers in the discharge of his/her duties or permit such conduct in or upon any house or premises in the City owned or possessed by him/her or under his/her management and control. Abusive or vulgar language in the presence of an officer does not constitute a crime unless the language is directed at the officer and provokes a breach of the peace. **(See 65 ILCS 5/11-1-1)**

27-2-2 IMPERSONATION OF OFFICER. No person in the City shall falsely represent himself to be an officer of the City or shall, without being duly authorized by the City, exercise or attempt to exercise any of the duties, functions or powers of the City officer, or hinder, obstruct, resist or otherwise interfere with any City officer in the discharge of the duties of his office. **(See 720 ILCS 5/32-5.1)**

27-2-3 DISTURBING LAWFUL ASSEMBLIES. It shall be unlawful for any person to willfully interrupt or disturb any funeral assembly, funeral procession, school, any assembly met for the worship of God, or any other assembly met for a lawful purpose by any offensive behavior, or by any disorderly conduct. **(See 65 ILCS 5/11-5-2)**

27-2-4 MOB ACTION. A person commits mob action when he or she engages in any of the following:

- (A) the knowing or reckless use of force or violence disturbing the public peace by **two (2)** or more persons acting together and without authority of law;
- (B) the knowing assembly of **two (2)** or more persons with the intent to commit or facilitate the commission of a felony or misdemeanor; or
- (C) the knowing assembly of **two (2)** or more persons, without authority of law, for the purpose of doing violence to the person or property of anyone supposed to have been guilty of a violation of the law, or for the purpose of exercising correctional powers or regulative powers over any person by violence.

(See 720 ILCS 5/25-1) (See 65 ILCS 5/11-5-2)

27-2-5 LOOTING BY INDIVIDUALS. A person commits looting when he or she knowingly without authority of law or the owner enters any home or dwelling or upon any premises of another, or enters any commercial, mercantile, business, or industrial building, plant, or establishment, in which normal security of property is not present by virtue of a hurricane, fire, or vis major of any kind or by virtue of a riot, mob, or other human agency, and obtains or exerts control over property of the owner. **(See 720 ILCS 5/25-4)**

27-2-6 DISTURBING THE PEACE. No person shall disturb the peace of any individual or private family, or of any lawful congregation within the City by any noise or amusement, or by vulgar or profane language, or by any disorderly or unreasonable conduct. **(See 65 ILCS 5/11-5-2)**

27-2-7 ADMISSION FEES: FRAUDULENTLY AVOIDING PAYMENT OF. It shall be unlawful for any person to fraudulently enter, without payment of the proper admission fee, any theater, ballroom, lecture, concert or other place where admission fees are charged; provided, however, that nothing herein contained shall be deemed to prohibit or restrict the free admission of police officers engaged in the performance of police duties to any place of public entertainment or amusement.

27-2-8 SALE OF CIGARETTES OR TOBACCO TO MINORS.
 (A) No person under **twenty-one (21)** years of age shall buy any cigar, cigarette, smokeless tobacco or tobacco in any of its forms. No person shall sell, buy for, distribute samples of or furnish any cigar, cigarette, smokeless tobacco or tobacco in any of its forms, to any person under **twenty-one (21) years of age.**

(B) No person under **sixteen (16) years of age** may sell any tobacco product at a retail establishment selling tobacco products. This subsection does not apply to a salesclerk in a family-owned business which can prove that the salesclerk is in fact a son or daughter of the owner.

(C) No person under **twenty-one (21) years of age** in the furtherance or facilitation of obtaining any tobacco product shall display or use a false or forged identification card or transfer, alter, or deface an identification card.

(D) No person under **twenty-one (21) years of age** shall possess any cigar, cigarette, smokeless tobacco, or tobacco in any of its forms.

(E) A person shall not distribute without charge samples of any tobacco product to any other person, regardless of age:

- (1) within a retail establishment selling tobacco products, unless the retailer has verified the purchaser's age with a government issued identification;
- (2) from a lunch wagon; or
- (3) on a public way as a promotion or advertisement of a tobacco manufacturer or tobacco product.

This subsection (E) does not apply to the distribution of a tobacco product sample in any adult-only facility.

(F) Tobacco products listed in this Section may be sold through a vending machine only if such tobacco products are not placed together with any non-tobacco product, other than matches, in the vending machine and the vending machine is in any of the following locations:

- (1) places to which persons under **twenty-one (21) years of age** are not permitted access.
- (2) places where alcoholic beverages are sold and consumed on the premises and vending machine operation is under the direct supervision of the owner or manager.
- (3) places where the vending machine can only be operated by the owner or an employee over age **twenty-one (21)** either directly or through a remote-control device if the device is inaccessible to all customers.

(G) The sale or distribution by any person of a tobacco product in this Section, including but not limited to a single or loose cigarette, that is not contained within a sealed container, pack, or package as provided by the manufacturer, which container, pack, or package bears the health warning required by federal law, is prohibited.

(See 720 ILCS 675/1)

27-2-9 SMOKELESS TOBACCO.

(A) **Definition.** For the purposes of this Section, the term "smokeless tobacco" means any finely cut, ground, powdered, or leaf tobacco that is intended to be placed in the oral cavity.

(B) **Sales of Smokeless Tobacco Products to Persons Under Twenty-One (21).** No person shall sell any smokeless tobacco product to any person under the age of **twenty-one (21)**.

(C) **Distribution.** No person shall distribute or cause to be distributed to any person under the age of **twenty-one (21)**, without charge or at a nominal cost, any smokeless tobacco product. (See 720 ILCS 680-1 et seq.)

27-2-10 UNLAWFUL CONDUCT ON A PUBLIC WAY.

(A) It shall be unlawful for a pedestrian to stand upon any sidewalk or public way, except as near as reasonably possible to the building line or curb line if such standing interferes with the use of said sidewalk by other pedestrians.

(B) It shall be unlawful to impede or interfere with another person's use of a public way.

27-2-11 AID IN ESCAPE. It shall be unlawful to rescue or attempt to rescue or shall abet or encourage the rescue or escape of any person from the custody of any officer or other person legally having him in charge, or shall molest or interfere with any officer or other person so legally having him in charge, or shall, in any manner, aid, abet or encourage the rescue or the attempt to escape from any person legally committed thereto, or shall supply or attempt to supply any such person with any weapon or with any implement or means whereby an escape might be affected, or with any intoxicating liquors, drugs or other article(s) without the consent of the officer in charge. (See 720 ILCS 5/31-7)

27-2-12 ESCAPES. It shall be unlawful for any person convicted of any offense or in lawful custody to escape or attempt to escape from custody. (See 720 ILCS 5/31-6(C))

27-2-13 FALSE PRETENSES. It shall be unlawful for any person to obtain any food, drink, goods, wares, or merchandise under false pretenses, or to enter public places and call for refreshments or other articles and receive and refuse to pay for same, or to depart without paying for or satisfying the person from whom he received the food, goods, wares, and/or merchandise.

27-2-14 RENTING PREMISES FOR UNLAWFUL PURPOSES. It shall be unlawful for any person to rent, use, or allow to be used, any building or property owned by him, for any purpose whereby riotous or disorderly persons are gathered.

27-2-15 AID TO AN OFFENSE. It shall be unlawful for any person, in any way or manner, to aid, abet, counsel, advise or encourage any other person in the commission of any of the acts mentioned herein or in any manner encourage the commission of such offense hereby defined.

27-2-16 POSTING BILLS. It shall be unlawful for any person to paste, post, paint, print or nail any handbill, sign, poster, advertisement, or notice of any kind on any curbstone, flagstone, or any other portion or part of any sidewalk, or upon any tree, lamppost, utility pole, hydrant, or upon any private wall, door, or gate without the consent, in writing, of the owner of the wall, door or gate; provided, however, that this Section shall not prevent posting by proper City and County officials of election signs, polling place signs and other signs or placards necessary under the law to the conduct of elections, except they may not be attached to a tree.

27-2-17 INTOXICATION IN PUBLIC. No person shall, in the City, be found in a state of intoxication or drunk in any street or other public place, or shall be found drunk lying or roving about the streets, alleys, or sidewalks of this City or the private grounds of any of the inhabitants thereof, or being drunk as aforesaid, shall disturb the peace, order and quiet of the City, or the peace and quiet of the citizens thereof by loud and unusual noises, disorderly conduct, indecent language or behavior or in any other manner. **(See 65 ILCS 5/11-5-3)**

27-2-18 BEGGING. No person shall beg or solicit alms within the City without having obtained permission in writing from the Mayor. **(See 65 ILCS 5/11-5-4)**

27-2-19 CONCEALED WEAPONS. No person shall, within the City, carry or wear under his clothes, or concealed about his person, any pistol or handgun, without being the holder of an Illinois Concealed Carry License. Additionally, no person, shall within the City, carry or wear under his clothes or conceal about his person any slingshot, cross knuckles, knuckles of lead, brass or other metal, switchblade knife or razor, bowie knife, dirk knife or dirk, dagger or any other dangerous or deadly weapon. This Section does not apply to the officers or members of the Police Department, nor to any Sheriff or Deputy Sheriff or Constable of this State, nor to any United States Marshal. **(See 430 ILCS 66/1 et seq.)**

27-2-20 DISCHARGE OF FIREARMS OR BOW AND ARROW. It shall be unlawful to discharge any firearm, bow and arrow or air gun in the City or so that the bullet, arrow, missile or projectile therefrom enters the City without written permission from the Mayor, provided that this Section shall not be construed to prohibit any officer of the law to discharge a firearm in the performance of his duty; nor to prevent any citizen from discharging a firearm when lawfully defending his person or property; nor to prevent the discharge of bow and arrow by students upon school grounds while under the direct and immediate supervision of teachers or other school supervisory personnel.

27-2-21 GAMES IN STREET. No person shall, upon any City street, fly any kite or play any game of ball or engage in any amusement or practice having a tendency to injure or annoy any person passing in the streets or on the sidewalks.

27-2-22 STORAGE OF EXPLOSIVES.
 (A) **Nitroglycerine; Dynamite, Etc.** No person shall have, keep, possess, or store at or in any place within the City, any nitroglycerine, dynamite or giant powder, or any form or combination of any of them.
 (B) **Blasting Powder, Etc.** No person shall keep, possess or store any gun or blasting powder or any gun or explosive cotton at or in any one place in the City in any quantity exceeding **five (5) pounds**. **(See 65 ILCS 5/11-8-4)**

27-2-23 THROWING ROCKS. No person in the City shall throw or cast any rock or stone or any other missile upon or at any building, tree, or other public or private property, or at any person in any street, avenue, alley or public place.

27-2-24 DESTRUCTION OF PUBLIC PROPERTY. No person in the City shall deface, destroy, or in any way, injure any public property, or any other apparatus of the City.

27-2-25 FORTUNE TELLING. No person in the City shall pursue the calling of a fortune teller or practice fortune telling, soothsaying, or the like and receive payment in any manner therefor.

27-2-26 ABANDONED REFRIGERATORS OR ICEBOXES. It shall be unlawful for any person to abandon or discard in any place accessible to children any refrigerator, icebox or ice chest, of a capacity of **one and one-half (1 1/2) cubic feet** or more, which has an attached lid or door which may be opened or fastened shut by means of an attached latch. The owner, lessee, or manager of such place, who knowingly permits such abandoned or discarded refrigerator, icebox or ice chest to remain there in such condition, shall be guilty of violating this Code. **(See 720 ILCS 505/1)**

27-2-27 HALLOWEEN CURFEW. It shall be illegal for any person to engage in Halloween practice, commonly called "**Trick or Treat**", by calling at the homes or dwelling places within the City, either masked or unmasked, except on a day designated by the City Council and no later than **8:00 P.M.** **(See 65 ILCS 5/11-1-5)**

27-2-28 THEFT OF RECYCLABLES UNLAWFUL. It shall be unlawful for any person to collect, obtain, possess or pickup any recyclable item(s) from any receptacle or collection point where service is provided by an authorized waste hauler licensed by the municipality or from any specified recycling center within the City limits unless said person is acting as an agent for the City or acting as an agent for a waste hauler licensed by the City.

27-2-29 THROWING OBJECTS FROM MOTOR VEHICLES. Pursuant to the police powers in **65 ILCS 5/11-1-1** it shall be unlawful for any person occupying or driving a motor vehicle, whether moving or not, to shoot, throw, cast, launch or drop any object, liquid or substance at any person, animal or structure, wherein the possibility of harm, injury or damage may occur as a result of these actions.

The driver and/or all passengers shall be, upon conviction, fined in accordance with the provisions of the City Code and shall be liable for all damage, injury or harm caused by the activity. **(See Section 27-3-2)**

27-2-30 DEPOSITING OF SNOW AND ICE RESTRICTED. No person shall deposit or cause to be deposited any snow and ice on or against a fire hydrant or on any sidewalk, roadway, or loading or unloading areas of a public transportation system, except that snow and ice may be windrowed on curbs incident to the cleaning of sidewalks in business districts. **(See 65 ILCS 5/11-80-13)**

27-2-31 PROTECTIVE COVERING OR FENCING. Any person, corporation or partnership which either owns, or maintains, or uses, or abandons any open well, cesspool, cistern, quarry, recharging basin, catch basin, sump, excavation for the erection of any building structure or excavation created by the razing or removal of any building structure without covering or surrounding

such installation with protective fencing is guilty of a violation of **Section 1-1-20** of this Code. The provisions of this Act shall not apply during the course of repair, construction, removal or filling of any of the structures or conditions herein described while any worker is present at the location thereof either performing services thereon or as a watchman to guard such location. **(See 720 ILCS 605/1)**

27-2-32

(A)

CURFEW HOURS FOR MINORS.**Definitions.** Whenever used in this Section.

- (1) **"Curfew hours"** means:
 - (a) 11:00 P.M. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 A.M. of the following day; and
 - (b) 12:01 A.M. until 6:00 A.M. on Saturday; and
 - (c) 12:01 A.M. until 6:00 A.M. on Sunday.
- (2) **"Emergency"** means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- (3) **"Establishment"** means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to, any place of amusement or entertainment.
- (4) **"Guardian"** means:
 - (a) A person who, under court order, is the guardian of the person of a minor; or
 - (b) A public or private agency with whom a minor has been placed by a court.
- (5) **"Minor"** means any person under **eighteen (18) years** of age.
- (6) **"Operator"** means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.
- (7) **"Parent"** means a person who is:
 - (a) A natural parent, adoptive parent, or stepparent of another person; or
 - (b) At least **twenty-one (21) years** of age and authorized by a parent or guardian to have the care and custody of a minor.
- (8) **"Public Place"** means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.
- (9) **"Remain"** means to:
 - (a) linger or stay; or
 - (b) fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.
- (10) **"Serious bodily injury"** means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

(B)

Offenses.

- (1) A minor commits an offense if he remains in any public place or on the premises of any establishment within the City during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows the minor to remain in any

public place or on the premises of any establishment within the City during curfew hours.

- (3) The owner, operator or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(C)

Defenses.

- (1) It is a defense to prosecution under subsection (B) that the minor was:
- (a) Accompanied by the minor's parent or guardian;
 - (b) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (c) In a motor vehicle involved in interstate travel;
 - (d) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (e) Involved in an emergency;
 - (f) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (g) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City, a civil organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City, a civic organization or another similar entity that takes responsibility for the minor;
 - (h) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (i) Married or had been married or is an emancipated minor under the Emancipation or Mature Minors Act, as amended.
- (2) It is a defense to prosecution under subsection (B)(3) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(D) **Enforcement.** Before taking any enforcement action under this Section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this Section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (C) is present. **(See 65 ILCS 5/11-1-5 and 720 ILCS 555/1)**

27-2-33 **SANCTITY OF FUNERAL AND MEMORIAL SERVICES.** It shall be unlawful for a person to violate any of the following provisions of this Section:

- (A) Engaging in any loud protest of singing, chanting, whistling or yelling with, or without, noise amplification including but not limited to bullhorns, auto horns and microphones within **three hundred (300) feet** of any entrance of a facility being used for a funeral or memorial service at any time during the period starting **thirty (30) minutes** before any funeral or memorial service is scheduled to begin and ending **thirty (30) minutes** after the funeral or memorial service terminates; or
- (B) Displaying any visual images that convey fighting words, actual or veiled threats against any other person within **three hundred (300) feet** of any entrance of a facility being used for a funeral or memorial service at any time during the period starting **thirty (30) minutes** before any funeral or memorial service is scheduled to begin and ending **thirty (30) minutes** after the funeral or memorial service terminates; or

(C) Blocking access to any facility being used for a funeral or memorial service at any time during the period starting **thirty (30) minutes** before any funeral or memorial service is scheduled to begin and ending **thirty (30) minutes** after the funeral or memorial service terminates; or

(D) Ending in a directed protest march or picket at any public location within **three hundred (300) feet** of any entrance of a facility being used for a funeral or memorial service at any time during the period starting **thirty (30) minutes** before any funeral or memorial service is scheduled to begin and ending **thirty (30) minutes** after the funeral or memorial service terminates. **(See 720 ILCS 5/26-6)**

27-2-34 USE OF UPHOLSTERED FURNITURE IN OUTDOOR LOCATIONS
PROHIBITED.

(A) Upholstered or other furniture designed or manufactured primarily for indoor use shall not be used or allowed to remain:

- (1) on unenclosed exterior porches or balconies;
- (2) in an open area on private property exposed to outdoor weather conditions.

(B) It shall not be a defense to said prohibition that such furniture is covered by plastic cover, or other tarpaulin, canvas or sheeting.

(C) This prohibition shall not apply to the following:

- (1) wood, metal, or plastic furniture;
- (2) outdoor patio furniture with weather-resistant cushions;
- (3) upholstered furniture designated for prepaid special pickup or delivery by public or private hauler, provided that such remain outdoors for a period not to exceed **seventy-two (72) hours**.

27-2-35 USE OF SOUND DEVICES AND GENERAL NOISE RESTRICTIONS.

(A) **Definitions.** For purposes of this Section the following definitions shall apply unless a contrary meaning is clear from the context:

- (1) **Boundary Line.** That line where the property meets any public right-of-way for streets, sidewalks or alleys, or that line formed by objects or structures which are positioned so that a reasonable person would believe that the objects or structures mark the boundary of the property.
- (2) **Daytime Hours.** **Seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.** local time.
- (3) **Decibels** is the weighted sound level measured by the sound pressure level decibels as measured on a sound level meter using the "A" weighting network. The level so read is designed dB(A) or dBA.
- (4) **Device.** Any device used to create noise or music, such as a musical instrument, tuner, phonograph record, magnetic tape, compact disc, or any electrically synthesized sound or human voice.
- (5) **Motor Vehicle.** For purposes of this Section, "motor vehicle" shall have the meaning ascribed to it in **625 ILCS 5**.
- (6) **Motorcycle.** For purposes of this Section, "motorcycle" shall have the meaning ascribed to it in **625 ILCS 5**.
- (7) **Multiple Unit Dwellings.** Any parcel of land containing more than **four (4)** dwelling units.
- (8) **Nighttime Hours.** **Ten o'clock (10:00) P.M. to seven o'clock (7:00) A.M.** local time.
- (9) **Yelling or Shouting.** Yelling, shouting, hooting, whistling or singing on public streets, so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence, or of any person in the vicinity.

(B) **Sound Device Restrictions.** It shall be unlawful for any person to use or operate a sound device which produce loud and raucous sounds, as follows:

- (1) **Noise from any Property.** At a distance greater than **fifty (50) feet** during the nighttime hours or greater than **one hundred (100) feet** during the daytime hours from any boundary line of the property upon which the sound device is located, except the persons or devices located in paragraph (E) of this Section.
- (2) **Noise Upon Property Containing Multiple Unit Dwellings and Mobile Home Parks.** At a distance greater than **twenty-five (25) feet** during nighttime hours or greater than **fifty (50) feet** during daytime hours from any sound device upon property containing multiple unit dwellings or within a mobile home park.
- (3) **Noise from Motor Vehicle or Motorcycle.** From a motor vehicle or motorcycle located within the public right of way that produces sounds from a sound device at a distance greater than **fifty (50) feet** from the motor vehicle or motorcycle at any time.

(C) **General Noise Restrictions.** It shall be unlawful for any person or persons to create or cause to be created, any noise, including yelling or shouting, which shall be presumed to be excessive, loud and disturbing if any of the following apply:

- (1) **Noise from any Property.** At a distance greater than **fifty (50) feet** during the nighttime hours or greater than **one hundred (100) feet** during the daytime hours from any boundary line of the property upon which the device is located, except the persons or devices located in paragraph (E) of this Section.
- (2) **Presumptions.** Any noise emanating from the subject property shall be presumed to be excessive, loud and disturbing if any of the following apply:
 - (a) The noise is clearly audible for a distance of **one hundred (100) feet** or more from the property line from which the noise emanates; or
 - (b) The noise occurs between the hours of **ten o'clock (10:00) P.M.** and **seven o'clock (7:00) A.M.** and can be heard more than **fifty (50) feet** beyond the property line from which the noise emanates; or
 - (c) The noise is clearly audible by a passenger of a motor vehicle, other than a vehicle from which the noise may come, on a public street or thoroughfare with the doors and windows of the vehicle closed; or
 - (d) In the event noise measuring devices or equipment are available, or become available, to measure the noise as against the ambient background noise. Measurements of noise and ambient background noise shall be made at the property line unless other persons using the same property are complaining about the noise in which case the measurement shall be from the source of the noise. The use of measuring devices may be used as a supplement to other evidence or as evidence of a violation but is not required for the establishment of a violation. This Section is not intended to be exclusive of any other section or provision of this Chapter and use of a measuring device or equipment, when used, may be supplemental and does not preclude establishing a violation of other sections or through other evidence. Any and all data compiled shall be maintained for the purposes of determining ambient sound levels to assist in future use of determining proper levels of decibels.

(D) **Exceptions.** The following persons and devices are exempt from the restrictions contained in this Section.

- (1) **Emergency Personnel.** Police, fire, ambulance and other emergency personnel when acting in their official capacity.
- (2) **Units of Government.** Sounds produced under the supervision of units of government.
- (3) **Warning Devices.** Sounds produced by warning and antitheft devices.
- (4) **Carillons.** Sounds produced by carillons.
- (5) **Community Events.** The term "community events" shall include, but is not limited to, such things as parades, festivals, drum corps shows, sports events and Fourth of July celebrations, which are sanctioned or sponsored in whole or in part by local governments, schools, or charitable or service organizations.
- (6) **Emergency Operations.** Emergency short term operations which are necessary to protect the health, safety and welfare of the citizens, such as emergency utility and street repair, fallen tree removal or emergency fuel shall be exempt, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from the same.
- (7) **Powered Equipment.** Powered equipment, such as air conditioners, lawn mowers, small lawn and garden tools, riding tractors, snow removal equipment, and power tools which are necessary for the maintenance of property, is kept in good repair and maintenance as to prevent any excessive or unusual noise. However, the use of radios or other sound/entertainment devices on such equipment shall not be exempted if listened to at a level otherwise violating the terms of this Section.
- (8) **Powered Tools.** Powered tools or equipment used in the maintenance and repair of automobiles, when used at a location zoned for motor vehicle repairs or used at a residential location for the personal maintenance of the occupant's motor vehicle; however, no such equipment may be used during nighttime hours in a residentially zoned neighborhood.
- (9) **Agricultural Noise.** Specifically excluded from the provisions of this Section is noise generated by agricultural equipment on land zoned and/or used for agricultural purposes.
- (10) **Motor Vehicles.** Nothing herein shall be construed as a limitation on the operating of duly registered motor vehicles as defined in the Illinois Motor Vehicle Code, which are not in violation of **625 ILCS 5/12-602**.
- (11) **Work Performed by a Public Body/Service Workers.** Any work performed by or on behalf of a public body, including that which is performed by subcontractors, shall be exempted. Such activities may include, but are not limited to, routine maintenance work, road and bridge construction, and emergency repairs.
- (12) **Motorcycles.** Nothing herein shall be construed as a limitation on the operation of duly registered motorcycles as defined in the Illinois Motor Vehicle Code, which are not in violation of **625 ILCS 6/12-602**.
- (13) **Construction Sites.** Construction noise that occurs between the hours of **seven o'clock (7:00) A.M.** and **eight o'clock (8:00) P.M.** shall be exempted. However, if in the opinion of the City, equipment or activities employed in the performance of construction exceeds the allowable decibel levels within this Code, the City may require noise mitigation methods be implemented and used at the construction site to mitigate noises which exceed the requirements herein.

(E) **Notice to Property Owner.** The owner of the property shall be notified of any noise violations by any landlord notification program that is developed from this date and forward.

(F) **Penalty.** It shall be unlawful to violate any of the terms and provisions of this Section. Any person found to have violated this Section shall be fined in accordance with the requirements and/or provisions of the Ordinances of the City, and in particular the Uniform Schedule of Fines. If a subsequent offense occurs more than **twelve (12) months** after a prior offense, it shall be treated as a first offense.

(G) **Warnings.** After the violator has either been warned or cited under this Section by a member of the Police Department, each contact with a member of the Police Department shall be considered a distinct and separate violation.

(Ord. No. 2021-26; 11-02-21)

27-2-36 FALSE REPORT OF THEFT AND OTHER LOSSES. It is unlawful for a person to knowingly make a false report of a theft, destruction, damage or conversion of any property to a law enforcement agency or other governmental agency with the intent to defraud an insurer. **(See 720 ILCS 5/26-1.1)**

27-2-37 HARASSING AND OBSCENE COMMUNICATIONS.

(A) **Definitions.** As used in this Section:

- (1) **Electronic communication** means any transfer of signs, signals, writings, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectric or photo-optical system. "Electronic communication" includes transmissions through an electronic device including, but not limited to, a telephone, cellular phone, computer, or pager, which communication includes, but is not limited to, e-mail, instant message, text message, or voice mail.
- (2) **Family or household member** includes spouses, former spouses, parents, children, stepchildren and other persons related by blood or by present or prior marriage, persons who share or formerly shared a common dwelling, persons who have or allegedly share a blood relationship through a child, persons who have or have had a dating or engagement relationship, and persons with disabilities and their personal assistants. For purposes of this Article, neither a casual acquaintanceship nor ordinary fraternization between **two (2)** individuals in business or social contexts shall be deemed to constitute a dating relationship.
- (3) **Harass or harassing** means knowing conduct which is not necessary to accomplish a purpose that is reasonable under the circumstances, that would cause a reasonable person emotional distress and does cause emotional distress to another.

(B) **Transmission of Obscene Messages.**

- (1) A person commits transmission of obscene messages when he or she sends messages or uses language or terms which are obscene, lewd or immoral with the intent to offend by means of or while using a telephone or telegraph facilities, equipment or sires of any person, firm or corporation engaged in the transmission of news or messages between states or within the State of Illinois.
- (2) The trier of fact may infer intent to offend from the use of language or terms which are obscene, lewd or immoral.

(C) **Harassment by Telephone.**

- (1) A person commits harassment by telephone when he or she uses telephone communication for any of the following purposes:
 - (a) making any comment, request, suggestion or proposition which is obscene, lewd, lascivious, filthy or indecent with an intent to offend;

- (b) making a telephone call, whether or not conversation ensues, with intent to abuse, threaten or harass any person at the called number;
 - (c) making or causing the telephone of another repeatedly to ring, with intent to harass any person at the called number;
 - (d) making repeated telephone calls, during which conversation ensues, solely to harass any person at the called number;
 - (e) making a telephone call or knowingly inducing a person to make a telephone call for the purpose of harassing another person who is under **thirteen (13) years of age**, regardless of whether the person under **thirteen (13) years of age** consents to the harassment, if the defendant is at least **sixteen (16) years of age** at the time of the commission of the offense; or
 - (f) knowingly permitting any telephone under one's control to be used for any of the purposes mentioned herein.
- (2) Every telephone directory published for distribution to members of the general public shall contain a notice setting forth a summary of the provisions of this Section. The notice shall be printed in type which is no smaller than any other type on the same page and shall be preceded by the word "WARNING". All telephone companies in this State shall cooperate with law enforcement agencies in using their facilities and personnel to detect and prevent violations of this Article.

(See 720 ILCS 5/26.5)

27-2-38

TOBACCO AND ELECTRONIC SMOKING DEVICES.

(A) **Definitions.** For the purpose of this Section, the following words and phrases shall have the meanings respectively ascribed to them:

- (1) **Tobacco Products.** Any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, nicotine gels and dissolvable nicotine products or any electronic smoking device.
- (2) **Electronic Smoking Device.** An electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other regulated substances. "Electronic smoking device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, hookah pen, vape pens or any other product name or descriptor. An electronic smoking device excludes any product approved by the United States Food and Drug Administration as a nontobacco product used for medicinal purposes and is being marketed and sold solely for that approved purpose.

(B) **Purchases by Minors Prohibited.** It shall be unlawful for any person under the age of **twenty-one (21) years** to purchase tobacco products or electronic smoking devices, or to misrepresent their identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products and electronic smoking devices.

(C) **Possession by Minors Prohibited.** It shall be unlawful for any person under the age of **twenty-one (21) years** to possess any tobacco products or electronic smoking devices, provided that the possession by a person under the age of **twenty-one (21) years** under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

(D) **Use in City Park.** It shall be unlawful for any person to smoke tobacco products and electronic smoking devices in the City Park.

27-2-39 MDPV AND KRATOM PROHIBITED.

(A) **Purposes.** This Section is enacted to protect, preserve and promote the health, safety and welfare of the citizens of the City by prohibiting the use, possession, distribution or delivery of any substance containing MDPV or Kratom as hereinafter defined, it being the specific finding of the City that such substances have a dangerous effect upon anyone using and/or ingesting said substances and have no medicinal or beneficial purposes.

(B) **Definitions.** When used in this Chapter, the following words have the meanings as hereinafter provided:

- (1) **Use.** The partaking, inhaling, smoking, consumption, ingestion or injection of MDPV or Kratom.
- (2) **Deliver.** The actual, constructive, or attempted transfer from one person to another of MDPV or Kratom, whether or not there is an agency relationship, and includes a sale.
- (3) **Distribute.** To deliver other than by administering or dispensing MDPV or Kratom.
- (4) **MDPV.** Includes any material, compound, mixture or preparation containing any quantity of the following substances having a stimulant effect on the central nervous system, including their salts, isomers and salts of isomers of 3.4 Methylenedioxyprovalerone, Methylone, Mephedrone, 4-methoxymethcathinone, 4-Fluormethcathinine, and 3-Fluoromethcathinone.
- (5) **Kratom.** Includes any material, compound, mixture or preparation containing any quantity of the following substances having a stimulant effect on the central nervous system: the leaves, bark, or other parts of a tropical tree known as "Mitragyna speciose" containing psychoactive opioid compounds, and sometimes known as: Herbal Speedball, Biak-Biak, Ketum, Kahuam, Ithang and Thom.
- (6) **Possess** means with the knowledge of the presence and nature of a substance. A person has actual possession if he has the substance on his person or within easy reach and convenient control. A person who, although not in actual possession, has the power and intention at a given time to exercise dominion or control over the substance either directly or through another person or persons is in constructive possession of it.

(C) **General Prohibition.** It shall be unlawful for any person to use, possess, distribute or delivery any substance containing MDPV or Kratom as defined in this Chapter.

27-2-40 STORAGE CONTAINER REGULATIONS.

(A) **Defined.** A storage container is defined as a structure that includes, but not limited to a railroad or train car, a truck body or trailer, a shell of a manufactured home designed or intended to store or keep equipment or products inside the unit.

(B) **Unlawful.** It shall be unlawful to locate or place in this City a storage container as defined in this Section as a residence. Also, it shall be unlawful for a storage container to be used as an accessory use in the City.

(C) **Permitted.** The Council may give written permission to locate a storage container in a highway business district or in an agricultural area.

(D) **Existing Units.** All storage containers that were located in the City prior to April 1, 2021 are hereby grandfathered and permitted to remain in the City.

(See 65 ILCS 5/11-1-1)

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ARTICLE III - OFFENSES AGAINST PROPERTY**27-3-1****PETTY THEFT.** A person commits theft when he or she knowingly:

- (A) obtains or exerts unauthorized control over property of the owner; or
- (B) obtains by deception, control over property of the owner; or
- (C) obtains by threat, control over property of the owner; or
- (D) obtains control over stolen property knowing the property to have been stolen by another or under such circumstances as would reasonably induce him to believe that the property was stolen; or
- (E) obtains or exerts control over property in the custody of any law enforcement agency which any law enforcement officer or any individual acting in behalf of a law enforcement agency explicitly represents to the person as being stolen or represents to the person such circumstances as would reasonably induce the person to believe that the property was stolen; and
 - (1) intends to deprive the owner permanently of the use or benefit of the property; or
 - (2) knowingly uses, conceals or abandons the property in such a manner as to deprive the owner permanently of such use or benefit; or
 - (3) uses, conceals or abandons the property, knowing such use, concealment or abandonment probably will deprive the owner permanently of such use or benefit.
- (F) It shall be unlawful to commit a theft.

(See 720 ILCS 5/16-1)**27-3-2****CRIMINAL DAMAGE TO PROPERTY.** A person commits criminal damage to property when he or she:

- (A) knowingly damages any property of another;
- (B) recklessly by means of fire or explosive damages property of another;
- (C) knowingly start a fire on the land of another;
- (D) knowingly injure a domestic animal of another without his or her consent;
- (E) knowingly deposits on the land or in the building of another any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building;
- (F) knowingly damages any property, other than as described in paragraph (2) of subsection (a) of Section 20-1, with intent to defraud an insurer;
- (G) knowingly shoots a firearm at any portion of a railroad train;
- (H) knowingly, without proper authorization, cuts, injures, damages, defaces, destroys, or tampers with any fire hydrant or any public or private fire-fighting equipment or any apparatus appertaining to firefighting equipment; or
- (I) intentionally, without proper authorization, opens any fire hydrant.

When the charge of criminal damage to property exceeding a specified value is brought, the extent of the damage is an element of the offense to be resolved by the trier of fact as either exceeding or not exceeding the specified value.

(See 720 ILCS 5/21-1)**27-3-3****INJURY TO UTILITY WIRES AND POLES.** It shall be unlawful to willfully, maliciously, or negligently break, deface, injure or destroy any telegraph or telephone pole, post or wire, or any electric light post, pole, or electric conductor, wire or lamp or any other thing connected with the same or belonging thereto, or any water main, gas main, pipe or hydrant or lamp or lamppost, or anything belonging to or connected therewith or with any of them.

27-3-4 DAMAGE OR DESTRUCTION OF STREET SIGNS PROHIBITED. It shall be unlawful for any person in any manner or form, to deface, disfigure, damage or destroy any of the street signs or parts thereof located in the City.

27-3-5 TAMPERING WITH PUBLIC NOTICE. It shall be unlawful for a person to knowingly and without lawful authority alter, destroy, deface, remove or conceal any public notice, posted according to law, during the time for which the notice was to remain posted. **(See 720 ILCS 5/32-9)**

ARTICLE IV - PUBLIC HEALTH, SAFETY AND DECENCY

27-4-1 DISORDERLY CONDUCT; ELEMENTS OF THE OFFENSE. A person commits disorderly conduct when he or she knowingly:

- (A) does any act in such an unreasonable manner as to alarm or disturb another and to provoke a breach of the peace;
- (B) transmits or causes to be transmitted in any manner to the Fire Department of any city, town, village or fire protection district, a false alarm of fire, knowing at the time of the transmission that there is no reasonable ground for believing that such fire exists;
- (C) transmits or causes to be transmitted in any manner to another a false alarm to the effect that a bomb or other explosive of any nature or a container holding poison gas, a deadly biological or chemical contaminant, or radioactive substance is concealed in a place where its explosion or release would endanger human life, knowing at the time of the transmission that there is no reasonable ground for believing that the bomb, explosive or a container holding poison gas, a deadly biological or chemical contaminant, or radioactive substance is concealed in the place;
- (D) transmits or causes to be transmitted a threat of destruction of a school building or school property, or a threat of violence, death, or bodily harm directed against persons at a school, school function, or school event, whether or not school is in session;
- (E) transmits or causes to be transmitted in any manner to any peace officer, public officer or public employee a report to the effect that an offense will be committed, is being committed, or has been committed, knowing at the time of the transmission that there is no reasonable ground for believing that the offense will be committed, is being committed, or has been committed;
- (F) transmits or causes to be transmitted a false report to any public safety agency without the reasonable grounds necessary to believe that transmitting the report is necessary for the safety and welfare of the public; or
- (G) calls the number "911" for the purpose of making or transmitting a false alarm or complaint and reporting information when, at the time the call or transmission is made, the person knows there is no reasonable ground for making the call or transmission and further knows that the call or transmission could result in the emergency response of any public safety agency;
- (H) transmits or causes to be transmitted a false report to the Department of Children and Family Services under Section 4 of the Abused and Neglected Child Reporting Act;
- (I) transmits or causes to be transmitted a false report to the Department of Public Health under the Nursing Home Care Act, the Specialized Mental Health Rehabilitation Act of 2013, and ID/DD Community Care Act, or the MC/DD Act;
- (J) transmits or causes to be transmitted in any manner to the police department or fire department of any municipality or fire protection district, or any privately owned and operated ambulance service, a false request for an ambulance, emergency medical technician-ambulance or emergency medical technician-paramedic knowing at the time there is no reasonable ground for believing that the assistance is required;
- (K) transmits or causes to be transmitted a false report under Article II of Public Act 83-1432;
- (L) enters upon the property of another and for a lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it; or
- (M) while acting as a collection agency as defined in the Collection Agency Act or as an employee of such collection agency, and while attempting to collect an alleged debt, makes a telephone call to the alleged debtor which is designed to harass, annoy or intimidate the alleged debtor.

(See 720 ILCS 5/26-1)

27-4-2 RESISTING OR OBSTRUCTING A PEACE OFFICER. A person commits an offense when that person knowingly resists or obstructs the performance of any authorized act of one known to the person to be a peace officer within that peace officer's official capacity. **(See 720 ILCS 5/31-1)**

27-4-3 REFUSING TO AID AN OFFICER. A person who refuses or knowingly fails, upon command, to reasonably aid a person known by him to be a peace officer in the following commits a misdemeanor:

- (A) apprehending a person whom the officer is authorized to apprehend; or
- (B) preventing the commission by another of any offense.

(See 720 ILCS 5/31-8)

27-4-4 ASSEMBLING AT PUBLIC PLACES AND BUSINESSES.

(A) **Drive-in Business.** A drive-in business within the meaning of this Code shall be deemed to be any business where meals, sandwiches, cold drinks, beverages, ice cream, food, drink, or consumer services are served directly to or are permitted to be consumed by patrons in or upon automobiles, motorcycles, or other vehicles parked on the premises.

(B) **Declared Public Places.** For the purpose of preserving public peace, health and safety, the entire premises occupied by a drive-in business, together with means of ingress or egress, are hereby declared to be a public place;

- (1) No person on the premises of a drive-in business shall race the motor of any motor vehicle, needlessly bring to a sudden start or stop, any motor vehicle, blow any horn of any motor vehicle, or cause to be made any loud or unseemly noise, nuisance or disturbance whereby the quiet and good order of the premises or the neighborhood are disturbed.
- (2) The following acts or conduct of any persons entering a drive-in business or premises are hereby declared to be unlawful, and any person found guilty of any such acts shall be guilty of a violation of this Article:
 - (a) Entering the premises of any drive-in business with any motor vehicle of any description and parking such vehicle and leaving the premises (thereby leaving such vehicle parked and unoccupied), without express consent of the owner or operator of such business, in which event, such motor vehicle shall be subject to a parking citation or may be impounded subject to the usual impounding charges.
 - (b) Entering the premises in or upon a motor vehicle and using said premises for cruising, racing as a shortcut to another street or to annoy or endanger any person or persons or other vehicle or vehicles lawfully on said premises.
 - (c) For three (3) or more persons to congregate on the premises and linger or loiter at any location on the premises of any drive-in business, other than in the building or in a legally parked motor vehicle.
 - (d) For any person who, while on the premises of any drive-in business, in the presence or hearing of another, to curse or abuse such person or use any violently abusive language under circumstances reasonably calculated to provoke a breach of the peace.

(C) **Posting Sign.** It shall be the responsibility of the business operator to post on the premises in a conspicuous location, one (1) or more signs bearing the following legend in letters at least two inches (2") or more in height and readable:

"CRUISING IN OR CONGREGATING AND LOITERING OUTSIDE A MOTOR VEHICLE IS UNLAWFUL. NO UNOCCUPIED MOTOR VEHICLES MAY BE LEFT ON THE PREMISES WITHOUT THE CONSENT OF THE OWNER."

(See 65 ILCS 5/11-5-2)

(D)

Specific Locations.

- (1) **Street Public Parking Lot.** There shall be no loitering in the South Street Public Parking Lot/Area between the hours of **10:00 P.M.** and **6:00 A.M.**
- (2) "Loitering" for purposes of this Section shall be defined as "standing or sitting idly, whether or not the person is in a vehicle or remaining in and around public property."
- (3) The City shall secure and post one or more signs, advising the public and providing notice of said restrictions with respect to those found loitering in the South Street Parking Lot/Area between the hours of **10:00 P.M.** and **6:00 A.M.**
- (4) Once said signs are erected, in a conspicuous place, at or near the entrance to the South Street Public Parking Lot/Area, any person or persons who are loitering on said lot between the hours of **10:00 P.M.** and **6:00 A.M.** shall be considered to be trespassing upon City/State-supported property and shall be treated as trespassers pursuant to the Illinois Criminal Code and/or the remaining laws of the State of Illinois, with the appropriate penalties/sentences to apply as stated therein.

(Ord. No. 2010-13; 10-19-10)

ARTICLE V - ANTI-LITTER

27-5-1 **DEFINITIONS.** For the purpose of this Article, the following terms, phrases, words, and their derivations shall have the meanings given herein:

"AIRCRAFT" is any contrivance now known or hereafter invented, used, or designed for navigation or for flight in the air. The word "aircraft" shall include helicopters and lighter-than-air powered craft and balloons.

"AUTHORIZED PRIVATE RECEPTACLE" is a container of water-tight construction with a tight-fitting lid or cover capable of preventing the escape of contents within. Such receptacles shall have handles or other means for safe and convenient handling and be of such size or sufficient capacity to hold all litter generated between collection periods and shall be in compliance with the regulations promulgated.

"CONSTRUCTION SITES" means any private or public property upon which repairs to existing buildings, construction of new buildings or demolition of existing structures is taking place.

"HANDBILL" is any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed matter of literature which is not delivered by the United States Mail Service, including, but not limited to those which:

- (A) advertise for sale any merchandise, product, commodity or thing; or
- (B) direct attention to any business or mercantile or commercial establishment, or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- (C) direct attention to or advertise any meeting, theatrical performance, exhibition, or event of any kind for which an admission fee is charged for the purpose of private gain or profit.

"LITTER" is garbage, refuse and rubbish and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

"LOADING AND UNLOADING DOCK" means any dock space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons located on or adjacent to any stream, river or land.

"PRIVATE PREMISES" means all property including, but not limited to, vacant land or any land, building or other structure designed or used for residential, commercial, business, industrial, institutional or religious purposes, together with any yard, grounds, walk, driveway, fence, porch, steps, vestibule, mailbox, and other structure(s) appurtenant thereto.

"PUBLIC PLACE" means any and all streets, sidewalks, boulevards, alleys or other public ways, lakes, rivers, watercourses, or fountains and any and all public parks, squares, spaces, grounds, and buildings.

"PUBLIC RECEPTACLES" means any receptacles provided by or authorized by the City.

"VEHICLE" is every device in, upon or by which any person or property is or may be transported or drawn upon land or water, including devices used exclusively upon stationary rails or tracks.

27-5-2 **LITTERING PROHIBITED.** No person shall deposit any litter within the City except in public receptacles, in authorized private receptacles for collection, or in any duly licensed disposal facility.

27-5-3 PREVENTION OF SCATTERING. Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent litter from being carried or deposited by the elements upon any public place or private premises.

27-5-4 RECEPTACLES - UPSETTING OR TAMPERING. No person shall upset or tamper with a public or private receptacle designed or used for the deposit of litter or cause or permit its contents to be deposited or strewn in or upon any public place or private premises.

27-5-5 SIDEWALKS AND ALLEYS FREE FROM LITTER. Persons owning, occupying or in control of any public place or private premises shall keep the sidewalks and alleys adjacent thereto free of litter.

27-5-6 OWNER TO MAINTAIN PRIVATE PREMISES.
 (A) The owner or person in control of any private premises shall, at all times, maintain the premises free of litter.
 (B) The owner or person in control of private premises shall, if public receptacles are unavailable, maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place or private premises.

27-5-7 LITTERING FROM VEHICLES.
 (A) No person, while the operator of or passenger in a vehicle, shall deposit litter upon any public place or private premises.
 (B) No person shall drive or move any loaded or partly loaded truck or other vehicle within the City unless such vehicle is so constructed or so loaded as to prevent any part of its load, contents or litter from being blown or deposited upon any public place or private premises. Nor shall any person drive or move any vehicle or truck within the City, the wheels or tires of which carry onto or deposit in any public place or private premises, mud, dirt, sticky substances, litter or foreign matter of any kind.

27-5-8 LITTERING FROM AIRCRAFT. No person in an aircraft shall throw out, drop or deposit any litter within the City.

27-5-9 LITTER IN PARKS. No person shall deposit litter in any park within the City except in receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any other public place or private premises. Where receptacles are not provided, all such litter shall be removed from the park by the person responsible for its presence and properly disposed of elsewhere in a lawful manner.

27-5-10 HANDBILLS.
 (A) **Public Places.** No person shall deposit or sell any handbill in or upon any public place, provided, however, that it shall not be unlawful on any public place for any person to hand out or distribute without charge to the receiver, any handbill to any person willing to accept it.
 (B) **Private Premises.** No person shall deposit or unlawfully distribute any handbill in or upon private premises or vehicles, except by handing or transmitting any such handbill directly to the occupant of such private premises. Provided, however, that in case of private premises or vehicles which are not posted against the receiving of handbills or similar material, such person, unless requested by anyone upon such premises not to do so, may securely place any such handbill in such a manner as to

prevent such handbill from being deposited by the elements upon any public place or other private premises, except mailboxes, may not be so used when prohibited by federal postal law or regulations.

(C) **Exemptions for Newspapers and Political Literature.** The provisions of this Section shall not apply to the distribution upon private premises only of newspapers or political literature; except that newspapers and political literature shall be placed in such a manner as to prevent their being carried or deposited by the elements upon any public place or other private premises.

(D) **Placing Handbills on Vehicles.** No person shall deposit any handbill in or upon any vehicle unless the occupant of the vehicle is willing to accept it.

(E) **Cleanup.** It shall be the responsibility of any person distributing handbills to maintain the area which they are utilizing free of any litter caused by or related to said handbill distribution.

27-5-11 POSTING NOTICES PROHIBITED. No person shall post or affix any notice, poster, or other paper or device, calculated to attract the attention of the public upon any public place, except as may be authorized or required by law. No person, except the owner or tenant shall post any such notice on private property without the permission of the owner or tenant.

27-5-12 CONSTRUCTION SITES.
(A) Each contractor shall be responsible for the job site so that litter will be prevented from being carried or deposited by the elements upon any public place or other private premises.

(B) Litter or other debris, including dirt and mud, deposited as the result of normal construction process upon any public place or private premises, shall be removed by the contractor.

27-5-13 LOADING AND UNLOADING DOCKS. The person owning, operating, or in control of a loading or unloading dock shall maintain private receptacles for collection of litter, and shall, at all times, maintain the dock area free of litter in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place or other private premises.

27-5-14 PARKING LOTS.
(A) **Litter Receptacles Required.** Any public place or private premises containing any provision for parking vehicles shall be equipped with litter receptacles in compliance with this Section. Such premises shall include, but not be limited to such places as shopping centers, outdoor theaters, drive-in restaurants, gasoline service stations, apartment developments, parking lots, and any other place where provision is made for vehicles to stop or park in a designated area for any purpose.

(B) **Number of Receptacles.** All premises having parking lots shall provide in an easily accessible location a minimum of **one (1) refuse container** for every **fifty (50) parking spaces**.

(C) **Specifications.** Litter receptacles shall have tight-fitting lids or tops and shall be weighted or attached to the ground or other fixed structures as necessary to prevent spillage. A minimum container size of **twenty (20) gallons** or **75.7 liters** shall be used.

(D) **Cleanliness.** Premises used for the purpose designated herein shall be kept in a litter-free condition and all litter shall be removed periodically from the receptacles.

(E) **Obligation to Use Receptacles.** It shall be the duty and obligation of all persons using parking areas to use such litter receptacles as hereinabove provided for the purposes intended and it shall be unlawful for any person or persons to deposit any litter upon any such parking lot.

(See 65 ILCS 5/11-1-1 and 415 ILCS 105/1 et seq.)

ARTICLE VI - TRESPASS

27-6-1 TRESPASSES PROHIBITED. It shall be unlawful for any person, firm, or corporation to commit a trespass within this municipality upon either public or private property.

27-6-2 SPECIFICALLY ENUMERATED TRESPASSES - SUPPRESSION. Without constituting any limitation upon the provisions of **Section 27-6-1** hereof, any of the following acts by any person, firm, or corporation shall be deemed included among those that constitute trespasses in violation of the provisions of **Section 27-6-1**, and appropriate action may be taken hereunder at any time, or from time to time, to prevent or suppress any violation or violations of this Article; the aforesaid enumerated acts so included, being as follows, to-wit:

(A) An entry upon the premises of another, or any part thereof, including any public property, in violation of a notice posted or exhibited at the main entrance to the premises, or at any point of approach or entry or in violation of any notice, warning or protest given orally or in writing, by any owner or occupant thereof; or

(B) the pursuit of a course of conduct or action incidental to the making of an entry upon the land of another in violation of a notice posted or exhibited at the main entrance to the premises or at any point of approach or entry, or in violation of any notice, warning or protest given orally or in writing by any owner or occupant thereof; or

(C) a failure or refusal to depart from the premises of another in case of being requested, either orally or in writing to leave by any owner or occupant thereof; or

(D) an entry into or upon any vehicle, aircraft or watercraft made without the consent of the person having the right to leave any such vehicle, aircraft or watercraft after being requested to leave by the person having such right.

(See 65 ILCS 5/11-5-2)

ARTICLE VII - PARENTAL RESPONSIBILITY REGULATIONS

27-7-1 **DEFINITIONS.** For the purpose of this Article, the following definitions shall apply:

"ACTS OF VANDALISM AND SIMILAR OFFENSES" shall include any of the following acts:

- (A) Maliciously, recklessly, negligently, or knowingly damaging or destroying or defacing any property within the City, whether such property is owned by the State, County or governmental body or owned by any private person, firm, partnership, or association; or
- (B) maliciously, recklessly, or knowingly, by means of fire or explosive device, damaging, debasing, or destroying any property of another person; or
- (C) maliciously, recklessly, negligently or knowingly starting a fire on land of another person without his consent; or
- (D) maliciously, recklessly or knowingly depositing on land or in the building of another person, without his consent, any stink bomb or any offensive smelling compound and thereby interfering with the use and occupancy by another of the land or building; or
- (E) maliciously, recklessly, or knowingly, and without authority, entering into or obtaining control over any building, house trailer, motor vehicle, aircraft or watercraft or any part thereof of another person without his consent.

"LEGAL GUARDIAN" shall include a foster parent, a person appointed guardian of a person or given custody of a minor by a Circuit Court of this State but does not include a person appointed guardian only to the estate of a minor, or appointed guardian, or given custody of a minor under the **Illinois Juvenile Court Act**.

"MINOR" shall include a person who is above the age of **seven (7) years**, but not yet **eighteen (18) years** of age.

"PARENT" shall include the lawful father and mother of a minor child whether by birth or adoption.

"PROPERTY" shall include any real estate including improvements thereon and tangible personal property.

27-7-2 **PARENTS AND GUARDIANS RESPONSIBLE FOR ACTS.** The parent or legal guardian of an unemancipated minor residing with such parent or legal guardian shall be presumed, in the absence of evidence to the contrary to have failed to exercise proper parental responsibility and said minor shall be deemed to have committed the acts described herein with the knowledge and permission of the parent or guardian in violation of this Article upon the occurrence of the events described in (A), (B) and (C) below:

- (A) An unemancipated minor residing with said parent or legal guardian shall either be adjudicated to be in violation of any ordinance, law, or statute prohibiting willful and malicious acts causing injury to a person or property, or shall have incurred non-judicial sanctions from another official agency resulting from an admission of guilt of a violation of any ordinance, law, or statute prohibiting willful and malicious acts causing injury to a person or property; and
- (B) Said parent or legal guardian shall have received a written notice thereof, either by certified mail, return receipt requested, or by personal service, with a certificate of personal service returned from the City, following said adjudication or non-judicial sanctions; and
- (C) If, at any time within **one (1) year** following receipt of notice set forth in paragraph (B) above, said minor is either adjudicated to be in violation of any ordinance, law, or statute as described in (A) above, or shall have incurred non-judicial sanctions from another official agency resulting from an admission of guilt of violation of any ordinance, law, or statute as described in (A) above.

(See 740 ILCS 115/1 et seq. and 740 ILCS 115/4)

ARTICLE VIII – TRUANCY AND CURFEW CODE

27-8-1 DEFINITIONS. As used in this Article unless the context requires otherwise the following words and phrases shall mean:

"CITY CURFEW HOURS" means the period of time specified in **Section 27-2-32** of the Chapter.

"COURT" means the 1st Judicial Circuit; Union County, Illinois.

"CUSTODIAN" means:

- (A) a person who under court order is the custodian of the person of a minor or
- (B) a public or private agency with which the court has placed a minor or
- (C) a person acting in the role of a parent by reason of a private agreement, arrangement, custom or habit.

"EMERGENCY" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, fire, natural disaster, automobile accident, medical emergency or any situation requiring immediate action to prevent serious bodily injury or loss of life.

"ESTABLISHMENT" means any privately owned place of business to which the public is invited, including but not limited to any place of amusement or entertainment.

"GUARDIAN" means:

- (A) parent or
- (B) a person who under court order is the guardian of the person of a minor; or
- (C) a public or private agency with which the court has placed a minor.

"MINOR" means a person under **eighteen (18) years** of age.

"PARENT" means a person who is a natural parent, adoptive parent, or stepparent of another person.

"PUBLIC PLACE" means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, public ways, sidewalks and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

"RESPONSIBLE ADULT" means a person at least **eighteen (18) years** of age, authorized by a parent, guardian or custodian to have the care and custody of a minor.

"SERIOUS BODILY INJURY" means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

"TRUANCY CURFEW HOURS" means the period of the day when the school the minor would normally attend is in session, on days when the school the minor would normally attend is in session.

"TRUANT OFFICER" means any officer, appointee, employee or other agency of any school district or any federal, state or local government, entity or any agency thereof performing the duties of a truant officer under the Illinois Compulsory Attendance Statute. **(See 105 ILCS 5/26-1 et seq.)**

"TRUANCY REVIEW BOARD" means any agency or entity established by any school district or any federal, state or local governmental entity or any counseling or social agency or any combination thereof recognized by the City and/or the court as an agency which provides service to improve education performance and/or attendance.

27-8-2 CURFEW RESTRICTIONS.

(A) It is unlawful for any minor to be present in any public place or on the premises of any establishment within the City during curfew hours.

(B) It is unlawful for any parent or guardian or custodian of a minor to knowingly permit, or by insufficient control to allow the minor to be present in any public place or on the premises of any establishment within the City during curfew hours.

(C) It is a defense to prosecution under **Section 27-8-2(A) and (B)** or **Section 27-8-4** (hereinafter) that the minor was:

- (1) accompanied by the minor's parent, guardian, custodian or responsible adult;
- (2) on an errand at the direction of the minor's parent, guardian, custodian or responsible adult; without any detour or stop;
- (3) in a motor vehicle involved in interstate travel with the consent or authorization of a parent, guardian or custodian;
- (4) engaged in, going to or returning home from an employment activity without any detour or stop;
- (5) involved in an emergency;
- (6) on the sidewalk abutting the minor's residence;
- (7) engaged in, going to or returning home from official school, religious or other recreational activity supervised by adults, sponsored by a civic organization, or another similar entity that takes responsibility for the minor;
- (8) exercising First Amendment rights protected by the United States Constitution; or
- (9) emancipated pursuant to law.

27-8-3 TRUANCY RESTRICTIONS.

(A) It is unlawful for any minor who is subject to compulsory education or to compulsory continuation education by statute or court order to be present in any public place or on the premises of any establishment within the City during truancy curfew hours.

(B) It is unlawful for any parent, custodian or guardian of a minor to knowingly permit, or by insufficient control to allow the minor to be present in any public place or on the premises of any establishment within the City during truancy curfew hours.

(C) It is a defense to prosecution under this Section or **Section 27-8-4** that the minor was:

- (1) accompanied by a parent, guardian, custodian or responsible adult if engaged in an activity which would constitute an excused absence from the school from which the minor would normally attend;
- (2) involved in an emergency;
- (3) going to or returning from a medical appointment without any detour or stop;
- (4) engaged in, going to or returning home from an employment activity pursuant to a cooperative school vocation program without any detour or stop;
- (5) in possession of valid proof that the minor is a student who has permission to leave the school campus;
- (6) a bona fide participant in an alternative education or home-schooling program;
- (7) engaged in or subject to an authorized or excused absence from the school which the minor attends, including but not limited to lunch periods.

27-8-4 **ESTABLISHMENT RESTRICTIONS.** It is unlawful for any owner, operator or any employee of an establishment to allow a minor to be present or to remain upon the premises of the establishment in violation of **Sections 27-8-2** or **27-8-3** above during curfew or truancy hours.

It is a defense to prosecution, under this subparagraph if the owner, operator or employee of the establishment immediately upon discovery of a minor reasonably believed to be in violation of **Sections 27-8-2** or **27-8-3** notified a law enforcement agency that a minor was present on the premises of the establishment during curfew or truancy hours and refused to leave the establishment after being advised to do so by the owner, operator or employee.

27-8-5 **ENFORCEMENT RESTRICTIONS.** Every member of the Police Department while on duty is hereby authorized as follows:

(A) For the first offense of any minor violating the provisions of this Code, to issue to the minor a citation, in writing, in the same form as described in paragraph (C) below. For a second offense, the law enforcement officer is authorized to temporarily detain any minor violating the provisions of this Code (regardless of whether a citation is immediately issued) until the parent, custodian or guardian of the minor shall take him or her into custody, but such officer shall immediately upon taking custody of the minor reasonably attempt to communicate with the parent, custodian or guardian of the minor unless subparagraph (E) herein is applicable. A parent, custodian or guardian must take custody of the minor within **one (1) hour** of the time of notice or be subject to a charge of **Twenty-Five Dollars (\$25.00)** per hour as hereinafter provided.

(B) Whenever a Police Officer or Truant Officer witnesses or has knowledge based on reasonable grounds of a violation of this Code by any person, such person may be issued a citation. A citation or complaint may be made to a Police Officer or Truant Officer by any person.

(C) A citation issued hereunder this shall be in writing and shall:

- (1) state the name of the person being cited and the person's address if known;
- (2) set forth the specific section of this Code that was violated, the date of the violation and a brief description of the violation;
- (3) be signed by the issuing Police Officer, Truant Officer or complaining party.

In each instance where a citation is issued to a minor for violation of this Code a minor's parent, custodian or guardian shall be provided a copy of the citation notifying the parent, custodian or guardian of the charge made against the minor.

(D) A minor cited for a citation under this Code must attend a court hearing or Truancy Review Board hearing on the citation and must be accompanied at the hearing by his or her parent, custodian, guardian or other adult person having the legal care and custody of the minor. If any such person fails to attend any court hearing with the minor, and unless the interest of justice would otherwise be served, the court may continue the hearing and shall issue a Notice or a Rule to Show Cause to the person directing that said person to appear at the continued hearing with the minor. Failure of the person to thereafter appear shall subject said person to sanctions for contempt of court as determined by the court.

(E) Every member of the Police Department while on duty is hereby authorized to temporarily detain any minor violating the provisions of **Section 27-8-3** of this Code, regardless of whether a citation is issued, and to deliver and surrender the minor to the lawful authorities of the school that the minor would normally attend.

27-8-6 **PENALTY.**

(A) Any person who violates any provision of this Article shall, upon conviction thereof, be fined as provided in **Section 1-1-20** of this Code. (**See also Section 1-1-20**)

(B) In lieu of or in addition to a fine, a minor may be ordered to attend counseling or to perform **ten (10) hours** of court approved community service during times other than the minor's hours of school attendance and/or the minor's parent, custodian, guardian or other adult having legal

care or custody of the minor may be ordered to attend a parenting class or series of parenting classes or other counseling approved by the court or recommended by the Truancy Review Board or to attend any program directly related to improving school attendance and/or performance.

(C) In addition to any penalty imposed pursuant to (A) or (B) above, the minor's parents, custodian, guardian or other adult having legal care or custody of the minor may be ordered to pay all amounts imposed as civil liability under **Section 27-8-7** hereinafter.

27-8-7 **CIVIL LIABILITY.** If a minor is detained for a period of time in excess of **one (1) hour** which requires the supervision of the minor by personnel of the Police Department, the parent, custodian, guardian or other adult having legal care or custody of the minor shall be jointly and severally liable for the costs, therefore. The parent, custodian, guardian or other adult having legal care or custody of the minor who has committed any offense of this Code shall be assessed and billed for the costs; the costs shall be recoverable in any action enforcing any provision of this Code or in a separate civil action. In addition, the failure to pay the costs shall constitute a violation of this Code and subject the violator to the penalties described within **Section 27-8-6** above. In the event any action is filed, the liable party shall be responsible for all court costs and any reasonable attorney's fees incurred by the City in collecting.

(See 65 ILCS 5/11-5-9)

ARTICLE IX - OPEN BURNING

27-9-1 **DEFINITIONS.** Unless the context otherwise requires the words and phrases herein defined are used in this Article in the sense given them in the following definitions:

"AGRICULTURAL WASTE" means any refuse, except garbage and dead animals, generated on a farm or ranch by crop and livestock production practices including such items as bags, cartons, dry bedding, structural materials, and crop residues but excluding landscape waste.

"GARBAGE OR HOUSEHOLD TRASH" means refuse resulting from the handling, processing, preparation, cooking and consumption of food or food products; including plastic containers.

"LANDSCAPE WASTE" means any vegetable or plant refuse, except garbage and agricultural waste. The term includes trees, tree trimmings, branches, stumps, brush, weeds, leaves, grass, shrubbery, and yard trimmings.

"OPEN BURNING" means the combustion of any matter in such a way that the products of the combustion are emitted to the open air without originating in or passing through equipment for which a permit could be issued under Section 9(b) of the Environmental Protection Act of the State of Illinois.

27-9-2 **PROHIBITIONS.** It shall be unlawful to cause or allow open burning of agricultural waste or garbage, and landscape waste shall not be allowed to be openly burned except as hereinafter provided in **Section 27-9-3.**

27-9-3 **RESTRICTIONS ON BURNING OF LANDSCAPE WASTE.** The open burning of landscape waste shall be permitted only on the following conditions:

(A) Landscape waste shall be burned on the premises on which such waste is generated; and

(B) Landscape waste shall be burned only when atmospheric conditions shall readily dissipate contaminants; and,

(C) Landscape waste may be burned only if such burning does not create a visibility hazard on roadways, walkways, or railroad tracks; and,

(D) Open burning of landscape waste may take place only between the hours of **8:00 A.M.** and **6:00 P.M.** prevailing time each day and only with a person over the age of **eighteen (18) years** in attendance during the entire period of burning. **(Ord. No. 2013-15; 07-16-13)**

(E) No open burning of landscape waste shall be permitted on any streets or roads.

(F) No open burning may occur during periods of time when determined by the Fire Chief, or the Chief of Police that atmospheric conditions or local circumstances make such fires hazardous.

(G) No one shall burn at any time the wind velocity, to a prudent person, is such as to cause the burning to be a hazard to life or property; a violation of this paragraph shall be presumed if, but not limited to, burning leaves is blown from the immediate area in which it is being burned, atmospheric conditions allow contaminants to be blown on to the property of another causing both damage to real property and creating a nuisance to another person(s).

27-9-4 **RECREATIONAL BURNING PERMITTED.**

(A) The use of fire for the preparation of food on a barbeque grill or the use of an open fire on private property or other locations approved for cooking is permitted, provided such fire may only utilize wood or charcoal and be of such size so as not to endanger property in the immediate area.

(B) The use of indoor/outdoor fireplaces or fire pits are permitted, provided such fire shall utilize wood or charcoal and be of such size so as not to endanger the property or life in the immediate area.

(C) Bonfires used for ceremonial purposes or recreational events by families, schools, and other organizations are permitted, provided such bonfires may only utilize wood and be of such size so as not to endanger the properties in the immediate area.

(D) Fire shall occur in a cleared open area that shall be no less than a **twenty (20) foot** radius.

(Ord. No. 2013-05; 07-16-13)

(See 415 ILCS 5/1 et seq.)

ARTICLE X – ADULT USES REGULATED

27-10-1 PURPOSE AND ADDITIONAL FINDINGS.

(A) **Purpose.** It is the purpose of this Article to regulate public nudity in order to promote the health, safety, morals, and general welfare of the citizens of the City. The provisions of this Article have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials.

(B) **Findings.** The City Council finds:

- (1) Public places allowing nudity lend themselves to ancillary unlawful and unhealthy activities that are presently uncontrolled.
- (2) Sexual acts, including masturbation, and oral and anal sex, occur at adult-oriented businesses, especially those which provide private or semi-private booths or cubicles for viewing films, videos, live sex shows or public nudity.
- (3) Allowing public nudity creates unhealthy conditions.
- (4) Persons frequent certain adult theaters, adult arcades, and other adult oriented businesses for the purpose of engaging in sex within the premises of such adult oriented businesses.
- (5) At least **fifty (50)** communicable diseases may be spread by activities occurring in adult oriented businesses involving public nudity, including, but not limited to, syphilis, gonorrhea, human immunodeficiency virus infection (HIV-AIDS), genital herpes, hepatitis B, Non-A, Non-B amebiasis, salmonella infections and shigella infections.
- (6) Since 1981 and to the present, there has been an increasing cumulative number of reported cases of AIDS caused by the human immunodeficiency virus (HIV) in the United States.
- (7) The Surgeon General of the United States in his report of **October 22, 1986**, has advised the American public that AIDS and HIV infection may be transmitted through sexual contact, intravenous drug abuse, exposure to infected blood and blood components, and from an infected mother to her newborn.
- (8) According to the best scientific evidence, AIDS and HIV infection, as well as syphilis and gonorrhea, are principally transmitted by sexual acts.
- (9) Sanitary conditions in some adult oriented businesses and those places allowing public nudity are unhealthy, in part, because the activities conducted there are unhealthy, and, in part, because of the unregulated nature of the activities, including nudity, and the failure of the owners and the operators of the facilities to self-regulate those activities and maintain those facilities.
- (10) Numerous studies and reports have determined that semen is found in the areas of adult oriented businesses allowing public nudity and where persons view "adult" oriented films.
- (11) The findings noted in paragraphs (1) through (10) raise substantial governmental concerns.
- (12) Public places allowing nudity have operational characteristics which should be reasonably regulated in order to protect those substantial governmental concerns.
- (13) The general welfare, health, morals and safety of the citizens of the City will be promoted by the enactment of this Article.

27-10-2 DEFINITIONS. As used in this Article:

- (A) **"Adult Oriented Business"** means an establishment as defined in the City Code.
- (B) **"Entity"** means any proprietorship, partnership, corporation, association, business trust, joint venture, joint-stock company, or other for profit or not for profit organization.
- (C) **"Nude"** means the showing of:
- (1) Human male or female genitals or pubic area with less than a fully opaque covering; or
 - (2) Any portion of the anal cleft or cleavage of the male or female buttocks. Attire that is insufficient to comply with this requirement includes, but is not limited to, G-strings, T-backs, thongs, and any other clothing to covering that does not completely and opaquely cover the anal cleft or cleavage of the male or female buttocks; or
 - (3) The portion of the human female breast directly or laterally below a point immediately above the top of the areola with less than a fully opaque covering; this definition shall include the entire lower portion of the human female breast but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit, or other clothing, provided the areola is not exposed.
- (D) **"Person"** means any live human being aged **ten (10) years** of age or older.
- (E) **"Place Provided or Set Apart for Nudity"** means enclosed single sex public restrooms, enclosed single sex functional shower, locker and/or dressing room facilities, enclosed motel rooms and hotel rooms designed and intended for sleeping accommodations, doctor's offices, portions of hospitals, and similar places in which nudity or exposure is necessarily and customarily expected outside of the home and sphere of privacy constitutionally protected therein. This term shall not be deemed to include places where a person's conduct of being nude is used for his or her profit or where being nude is used for the promotion of business or is otherwise commercially exploited.
- (F) **"Public Place"** means any location frequented by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of the public. Public Places include, but are not limited to, streets, sidewalks, parks, beaches, business and commercial establishments (whether for profit or not for profit, whether open to the public at large, or whether entrance is limited by a cover charge or membership requirement), hotels, motels, restaurants, night clubs, country clubs, cabarets, and meeting facilities utilized by any religious, social, fraternal or similar organizations. Premises, or portions thereof, such as homes and hotel rooms, used solely as a private residence, whether permanent or temporary in nature, shall not be deemed to be a public place.

27-10-3 PROHIBITION. It shall be unlawful for any person to knowingly or intentionally appear nude in a public place or in any other place that is readily visible to the public, except a place provided or set apart for nudity. It shall also be unlawful for any person or entity maintaining, owning, or operating any public place to operate and to knowingly, or with reason to know, permit or allow any person to appear nude in such public place, except a place provided or set apart for nudity.

27-10-4 LIMITATION. This Article shall not be deemed to address photographs, movies, video presentations, or any other non-live performance.

27-10-5 ADULT ENTERTAINMENT FACILITY. It is prohibited within a municipality to locate an adult entertainment facility within **one thousand (1,000) feet** of the property boundaries of any school, day care center, cemetery, public park, forest preserve, public housing, and place of religious worship.

For the purposes of this Section, "adult entertainment facility" means:

(A) a striptease club or pornographic movie theatre whose business is the commercial sale, dissemination, or distribution of sexually explicit material, shows, or other exhibitions or

(B) an adult bookstore or adult video store in which **twenty-five percent (25%)** or more of its stock-in-trade, books, magazines, and films for sale, exhibition, or viewing on-premises are sexually explicit material. **(See 65 ILCS 5/11-5-1.5)**

ARTICLE XI - OBSCENITY

27-11-1 OBSCENITY.

(A) **Elements of the Offense.** A person commits an obscenity offense when, with the knowledge of the nature or content thereof or recklessly failing to exercise reasonable inspection which would have disclosed the nature or content thereof, he:

- (1) sells, delivers or provides or offers or agrees to sell, deliver or provide any obscene writing, picture, record or other representation or embodiment of the obscene; or
- (2) presents or directs an obscene play, dance, or other performance or participates directly in that portion thereof which makes it obscene; or
- (3) publishes, exhibits or otherwise makes available anything obscene; or
- (4) performs an obscene act or otherwise presents an obscene exhibition of his body for gain; or
- (5) creates, buys, procures or possesses obscene matter or material with intent to disseminate it in violation of this Section, or of the penal laws or regulations of any other jurisdiction; or
- (6) advertises or otherwise promotes the sale of material represented or held out by him to be obscene, whether or not it is obscene.

(B) **Obscene Defined.** Any material or performance is obscene if:

- (1) the average person, applying contemporary adult community standards, would find that, taken as a whole, it appeals to the prurient interest; and
- (2) the average person, applying contemporary adult community standards, would find that it depicts or describes, in a patently offensive way, ultimate sexual acts or sadomasochistic sexual acts, whether normal or perverted, actual or simulated, or masturbation, excretory functions or lewd exhibition of the genitals; and
- (3) taken as a whole, it lacks serious literary, artistic, political or scientific value.

(C) **Interpretation of Evidence.** Obscenity shall be judged with reference to ordinary adults except that it shall be judged with reference to children or other especially susceptible audiences if it appears from the character of the material or the circumstances of its dissemination to be specially designed for or directed to such an audience.

Where circumstances of production, presentation, sale, dissemination, distribution, or publicity indicate that material is being commercially exploited for the sake of its prurient appeal, such evidence is probative with respect to the nature of the matter and can justify the conclusion that the matter is lacking in serious literary, artistic, political or scientific value.

In any prosecution for an offense under this Section, evidence shall be admissible to show:

- (1) the character of the audience for which the material was designed or to which it was directed;
- (2) what the predominant appeal of the material would be for ordinary adults or a special audience, and what effect, if any, it would probably have on the behavior of such people;
- (3) the artistic, literary, scientific, educational or other merits of the material, or the absence thereof;
- (4) the degree, if any, of public acceptance of the material in this State;
- (5) appeal to prurient interest or absence thereof in advertising or other promotion of the material;
- (6) purpose of the author, creator, publisher or disseminator.

(D) **Prima Facie Evidence.** The creation, purchase, procurement or possession of a mold, engraved plat or other embodiment or obscenity, specially adapted for reproducing multiple copies, or the possession of more than **three (3) copies** of obscene material shall be prima facie evidence of an intent to disseminate. **(See 65 ILCS 5/11-5-1)**

27-11-2**HARMFUL MATERIAL.**

(A) **Elements of the Offense.** A person who, with knowledge that a person is a child; that is, a person under **eighteen (18) years** of age, or who fails to exercise reasonable care in ascertaining the true age of a child, knowingly distributes to, or sends or causes to be sent to, or exhibits to or offers to distribute or exhibit any harmful material to a child is guilty of a violation of this Code.

(B)

Definitions.

- (1) Material is harmful if, to the average person applying contemporary standards, its predominant appeal, taken as a whole, is to prurient interest; that is, shameful or morbid interest in nudity, sex, or excretion which goes substantially beyond customary limits of candor in description or representation of such matters and is material, the redeeming social importance of which is substantially less than its prurient appeal.
- (2) **"Material"** as used in this Code means any writing picture, record or other representation or embodiment.
- (3) **"Distribute"** means to transfer possession of material whether with or without consideration.
- (4) **"Knowingly"** as used in this Section means having knowledge of the contents of the subject matter or recklessly failing to exercise reasonable inspection which would have disclosed the contents thereof.

(C)

Interpretation of Evidence. The predominant appeal to prurient interest of the material shall be judged with reference to average children of the same general age of the child to whom such material was offered, distributed, sent or exhibited unless it appears from the nature of the matter or the circumstances of its dissemination, distribution or exhibition that it is designed for specially susceptible groups, in which case, the predominant appeal of the material shall be judged with reference to its intended or probable recipient group.

In prosecutions under this Section where circumstances of production, presentation, sale, dissemination, distribution, or publicity, indicate the material is being commercially exploited for the sake of its prurient appeal, such evidence is probative with respect to the nature of the material and can justify the conclusion that the redeeming social importance of the material is, in fact, substantially less than its prurient appeal.

(D)

Affirmative Defenses.

- (1) Nothing in this Section shall prohibit any public library or any library operated by an accredited institution of higher education from circulating harmful material to any person under **eighteen (18) years** of age, provided such circulation is in aid of a legitimate scientific or educational purpose, and it shall be an affirmative defense in any prosecution for a violation of this Section that the act charged was committed in aid of legitimate scientific or educational purposes.
- (2) Nothing in this Section shall prohibit any parent from distributing to his child any harmful material.
- (3) Proof that the defendant demanded, was shown and acted in reliance upon any of the following documents as proof of the age of a child shall be a defense to any criminal prosecution under this Section:
 - (a) A document issued by the federal government or any state, county or municipal government, or subdivision or agency thereof, including, but not limited to a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the armed forces.
- (4) In the event an advertisement of harmful material as defined in this Section culminates in the sale or distribution of such harmful material to a child, under circumstances where there was no personal confrontation of the child by the defendant, his employees or agents as where the order or request for such harmful material was transmitted by mail,

telephone, or similar means of communication and delivery of such harmful material to the child was by mail, freight, or similar means of transport, it shall be a defense in any prosecution for a violation of this Section that the advertisement contained the following statement or a statement substantially similar thereto, and that the defendant required the purchaser to certify that he was not under the age of **eighteen (18) years** and that the purchaser falsely stated that he was not under the age of **eighteen (18) years**:

"NOTICE: It is unlawful for any person under eighteen (18) years of age to purchase the matter herein advertised. Any person under eighteen (18) years of age who falsely states that he is not under eighteen (18) years of age for the purpose of obtaining the material advertised herein is guilty of a misdemeanor."

(E) **Child Falsifying Age.** Any person under **eighteen (18) years** of age who falsely states, either orally or in writing that he is not under the age of **eighteen (18) years**, or who presents or offers to any person any evidence of age and identity which is false or not actually his own for the purpose of ordering, obtaining, viewing or otherwise procuring or attempting to procure or view any harmful material is guilty of a misdemeanor. **(See 65 ILCS 5/11-5-1)**

27-11-3 TIE-IN SALES OF OBSCENE PUBLICATIONS TO DISTRIBUTORS. Any person, firm or corporation, or any agent, officer or employee thereof engaged in the business of distributing books, magazines, periodicals, comic books or other publications to retail dealers who shall refuse to furnish to any retail dealer such quantity of books, magazines, periodicals, comic books or other publications as such retail dealer normally sells because the retail dealer refuses to sell, or offer for sale, any books, magazines, periodicals, comic books or other publications which are obscene, lewd, lascivious, filthy or indecent is guilty of an offense. Each publication sold or delivered in violation of this Section shall constitute a separate offense. **(See 720 ILCS 5/11-22)**

ARTICLE XII – SMOKE FREE AIR CODE

27-12-1 BACKGROUND. Smoking creates the hazard of injury to the personal health of those in the environment of such smoke as well as the potential of damage to property that may result from the incendiary nature of such activity. It has been determined that breathing ambient smoke is a health hazard to both smokers and nonsmokers. Cigarette smoking also produces several substances that are considered hazardous to health including carbon monoxide, hydrogen cyanide, nitrous oxide and formaldehyde. Secondhand smoke (68% of the total smoke produced by a cigarette) affects the health of the bystander, interfering with respiratory tract defenses, often causing nonsmokers to have allergic or irritative reactions, and is a known cause of lung cancer.

Because the hazards of smoking have a potentially harmful effect, material and direct, on the public health, safety, welfare, comfort, and property of residents of the City, it is necessary and desirable to establish regulations that prohibit smoking in all enclosed public places, in all enclosed places of employment, near entrances to all such public places and places of employment, in and near open air public dining areas, and within certain unenclosed public places including school grounds, parks and recreation areas and outdoor venues.

27-12-2 PURPOSE. This Article may be cited as the "Smoke Free Air Code," the purpose of which is to protect the public health, comfort and environment by prohibiting smoking in all enclosed public places and places of employment, within **twenty-five (25) feet** of all public entrances to such places, in open air public dining areas and within **twenty-five (25) feet** of such areas, and within certain unenclosed public places including school grounds, parks and recreation areas and outdoor venues in order to ensure that nonsmokers may breathe air free from the hazardous effects of secondhand smoke.

27-12-3 DEFINITIONS. For the purposes of this Article, the following terms shall have the following meanings:

"Business" means any sole proprietorship, partnership, joint venture, corporation, association or other business entity, whether formed for profit or nonprofit purposes. "Business" includes a "club" as defined in this Section.

"Club" means a private not-for-profit association, corporation or other entity consisting of persons who are bona fide paying members, and which owns, leases or uses a building or portion thereof, the use of which is restricted primarily to members and their guests.

"Employee" means any person who is employed or retained by a business and shall include the owner or operator of a sole proprietorship or other similar business entity.

"Employer" means any business that employs one or more employees.

"Enclosed Area" means all space in any structure or building that is enclosed on all sides by any combination of walls, windows, or doorways, extending from floor to the ceiling.

"Open Air Dining Area" means a seating area open to the air that is accessory to a restaurant, hotel, cafeteria, private club or other public place engaged in purveying commercial food or beverage service where members of the public, members or guests are invited to sit and receive food and beverage service for a consideration.

"Outdoor Event" means a scheduled outdoor musical, dance, theatrical, dramatic, entertainment or performance event, or a scheduled outdoor community fair, parade, event or market, that is organized, licensed or permitted by the owner of an outdoor venue and to which the public is invited.

"Outdoor Venue" means an outdoor theater, amphitheater, plaza, street or other improved area that is used as a public venue or forum to which members of the general public are invited to listen, view or otherwise participate in an outdoor event that is organized, licensed or permitted by the owner of the venue.

"Place of Employment" means an area under the control of a public or private employer within the City that employees normally frequent during the course of employment, and includes, without

limitation, common work areas, private offices, auditoriums, classrooms, conference and meeting rooms, cafeterias, elevators, employee lounges, staircases, hallways, restrooms, medical facilities, private clubs, and the interior of a vehicle of public conveyance. "Place of Employment" also includes the home office portion of a private dwelling, but only if the home office is used by more than one employee or is frequented by business invitees.

"Place of Employment" does not include that part of a private dwelling used as a home office by a single employee only who resides in that dwelling.

"Park" means a public park or recreation area that is open to and used by the general public.

"Public Entrance" means the doorway or other entrance to a public place that is open to and intended for use by the general public for ingress and egress to the public place.

"Public entrance" also means a doorway or other entrance for pedestrian ingress and egress to a place of employment; (i) that is open to and intended for use by the general public or business invitee's ingress and egress to the place of employment; (ii) where employees are required or permitted to enter or exit the place of employment.

"Public Place" means an area that is open to and used by the general public, or any area to which the public is invited or in which the public is permitted, including without limitation:

- (A) vehicles of public conveyance;
- (B) common or public areas (including without limitation lobbies, hallways, reception areas, public restrooms, elevators and staircases) of apartment buildings, condominiums, dormitory buildings, nursing home care facilities, and other multiple family residential structures;
- (C) common or public areas (including without limitation lobbies, hallways, reception areas, public restrooms, elevators and staircases) of any building or structure that is accessible to the public including without limitation office, commercial, and industrial buildings, banks and financial institutions, educational institutions, health care facilities such as hospitals, clinics and doctor's offices, museums, libraries, restaurants, polling places, government and City-owned buildings, food stores, cafeterias, theaters, auditoriums, train and bus stations, hotels, motels, and retail and service establishments.

(D) rooms, chambers, halls, or other locations within which meetings, hearings, or gatherings are held, to which the public is invited or in which the public is permitted, including specifically, but without limitation, any enclosed area under the control of the City where there is in progress any public meeting.

"Public place" shall not include:

- (A) a private dwelling unit, unless said dwelling is also used as a day care facility for children or adults; provided that rooms in nursing homes or long-term care facilities occupied by one or more persons who have requested in writing a room where smoking is permitted shall be considered private dwelling units; or
- (B) hotel or motel rooms designated as smoking, provided that no more than **twenty percent (20%)** of the available rooms for rent in any single building shall be designated as smoking rooms.

"School Grounds" mean all public or private outdoor school grounds, but excluding any open areas specifically designated and permitted by the school administration for smoking by adults who are invited to use such area for smoking.

"Smoke" or "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted tobacco product in any manner or in any form.

27-12-4 PROHIBITION IN ENCLOSED PUBLIC PLACES.

- (A) It is unlawful to smoke in any enclosed area of any public place.
- (B) It shall be unlawful for the owner, occupant or lessee, as the case may be, who is in control of a public place to knowingly permit smoking in any enclosed area in a public place.

27-12-5 PROHIBITION IN UNENCLOSED PUBLIC PLACES AND OUTDOOR VENUES.

- (A) It is unlawful to smoke in the following unenclosed public places:
- (1) The seating areas of all outdoor arenas, stadiums and amphitheaters.
 - (2) Public parks and recreation areas.
 - (3) School grounds.
 - (4) Public sidewalks within **fifteen (15) feet** of a public entrance but excluding any person who is temporarily in such area for the purpose of walking or traversing through such area.
 - (5) Public sidewalks within **fifteen (15) feet** of an open-air dining area, but excluding any person who is temporarily in such area for the purpose of walking or traversing through such area.
- (B) It is unlawful to smoke in or within **fifteen (15) feet** of an outdoor venue during the time that an outdoor event is taking place.

27-12-6 PROHIBITION IN PLACES OF EMPLOYMENT.

- (A) It is unlawful to smoke in any enclosed area of any place of employment.
- (B) It shall be unlawful for any employer to knowingly permit smoking in any enclosed area of any place of employment.

27-12-7 PROHIBITION IN OPEN AIR DINING AREAS.

- (A) It is unlawful to smoke in open air dining area.
- (B) It shall be unlawful for the owner, occupant or lessee, as the case may be, in control of an open-air dining area to knowingly permit smoking in the area available for open air dining.
- (C) it is unlawful to smoke within **fifteen (15) feet** of an open-air dining area.

27-12-8 PROHIBITION AT PUBLIC ENTRANCES.

- (A) It is unlawful to smoke within **fifteen (15) feet** of a public entrance to a public place or to a place of employment.
- (B) It is unlawful for any person or persons to gather or congregate for the purpose of smoking within **fifteen (15) feet** of a public entrance.

27-12-9 DESIGNATION OF OTHER NO-SMOKING AREAS. Nothing in this Article shall be deemed to limit the owner, occupant or lessee of a public place or a place of employment to further prohibit smoking by designating outdoor areas not subject to the restrictions in this Article as a place where smoking is also prohibited, provided that the owner, occupant or lessee shall cause signs to be posted at appropriate locations advising persons that smoking is prohibited within the designated outdoor area.

27-12-10 NO RETALIATION. No person, business or employer shall discharge, refuse to hire, or in any manner retaliate against an employee or customer because that employee or customer reports a violation of this Article or exercises by rights afforded by this Article.

27-12-11 SIGNS.

- (A) Each owner, lessor, lessee, employer, or other person in control of a public place shall post conspicuous "No Smoking" signs in the enclosed area of any public place where smoking is prohibited. Such "No Smoking" signs shall have a white field with the words "No Smoking" printed in red letters, **four (4) inches** high with a **one-half (1/2) inch** face or shall bear the international "No Smoking" symbol, which consists of a pictorial representation of a cigarette enclosed in a circle with a bar

across it. It shall be unlawful for any person to remove, deface or obscure any sign posted pursuant to the provisions of this Article.

(B) Each owner, lessor, lessee, employer or other person in control of a public park or recreation area, or of a school round, shall cause signs to be posted at appropriate locations advising persons that smoking is prohibited within the park, recreation area or school ground.

(C) Each owner, lessor, lessee, management company or other person in control of an outdoor venue shall cause signs to be posted at appropriate locations advising persons that smoking is prohibited within the outdoor venue during outdoor events.

27-12-12 EXEMPTIONS. The prohibition on smoking set forth in Section 6-35 and 6-37 shall not apply to a public place or place of employment of a tobacco dealer that permits customers to sample tobacco products on the premises of the tobacco dealer, provided that smoke generated by smoking on the premises of the tobacco dealer does not infiltrate any other enclosed public place or place of employment. For purposes of this exemption, a tobacco dealer is a retailer whose principal business is the sale at retail of tobacco and tobacco-related products.

(See Section 1-1-20 for Penalties)

ARTICLE XIII - SYNTHETIC DRUGS

27-13-1 SALE, POSSESSION OR DELIVERY OF SYNTHETIC COCAINE PROHIBITED.

(A) **Definitions.** The following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

- (1) **Synthetic Cocaine, "Bath Salts" or Substances Containing Cocaine** includes but not limited to the names, MDPK, Magic, Super Coke, PV, Ivory Wave, Ocean, Cloud Nine, Charge Plus, White lightning, Scarface, Hurricane, Charlie Red Dove and White Dove. It is an herbal and chemical product which mimics the effects of Cocaine, including but not limited to Methylenedioxypyrovalerone, (a psychoactive drug), or cathinone derivatives.
- (2) **Deliver or Delivery.** Actual, constructive or attempted transfer of possession of synthetic cocaine or substance containing cocaine, with or without consideration, whether or not there is an agency relationship.
- (3) **Knowledge.** Knows, acts knowingly or with knowledge:
 - (a) the nature or attendant circumstances of his/her conduct described by the section defining the offense, when he/she is consciously aware that his/her conduct is of such nature or that such circumstances exist, knowledge of a material fact includes awareness of the substantial probability that such fact exists.
 - (b) the result of his/her conduct, described by the section defining the offense, when he/she is consciously aware that such result is likely to be caused by his/her conduct.
 - (c) knowledge may be inferred from the surrounding circumstances.
- (4) **"Bath salts"** a substance that contains methylenedioxypyrovalerone (MDPV) or contains a norepinephrine-dopamine reuptake inhibitor (NDRI).
- (5) **Manufacture.** The production, preparation, propagation, compounding, conversion or processing of synthetic cocaine or a substance containing cocaine, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, and includes any packaging or repackaging of synthetic cocaine or a substance containing cocaine or labeling of its container, except that this term does not include the preparation, compounding, packaging or labeling of synthetic cocaine as an incident to lawful research, teaching or chemical analysis and not for sale.
- (6) **Person.** Any individual, corporation, business trust, estate, trust, partnership or association, or any other entity.
- (7) **Possession.** Possession may be either actual or constructive.
 - (a) actual possession means exercising physical dominion.
 - (b) constructive possession may be inferred if the defendant has intent and capacity to maintain control and dominion over the cocaine or substance containing cocaine or drug paraphernalia.

(B) **Possession of Synthetic Cocaine or Substance Containing Cocaine or "Bath Salts" Prohibited.**

- (1) **Violation.** No person shall possess any substance containing synthetic cocaine or a substance containing cocaine.
- (2) **Penalty.** Any person who pleads guilty or is found guilty by a court of law shall be punished by a minimum fine of not less than **Two Hundred Fifty Dollars (\$250.00)** and no more than **Seven Hundred Fifty Dollars (\$750.00)**.

- (3) **Administrative Fee.** In addition, any person who violates any provision of this Section and is convicted, pleads guilty, receives court supervision or probation by a court of law shall be ordered to pay an administrative fee of **One Hundred Dollars (\$100.00)** to be paid to the law enforcement agency for testing of the substance(s) collected.
- (4) **Forfeiture.** Any items which may be seized or forfeited pursuant to **720 ILCS 550/12**, may be forfeited in the same manner as described therein for a violation of this Section.
- (5) **Exception.** Any person who manufactures, distributes, dispenses, or is in possession of any controlled substance or synthetic cocaine for research purposes shall be exempt from the provisions of this Section.

**27-13-2
PROHIBITED.**

(A) **Definitions.** The following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

- (1) **Synthetic Cannabis** includes the brand names K2 and Spice. It is an herbal and chemical product which mimics the effects of Cannabis, including but not limited to synthetic cannabinoids, cannabicyclohexanol, JWH-018, JWH-073 and HU-210.
- (2) **Deliver or Delivery.** Actual, constructive or attempted transfer of possession of synthetic cannabis, with or without consideration, whether or not there is an agency relationship.
- (3) **Knowledge.** Knows, acts knowingly or with knowledge:
 - (a) the nature or attendant circumstances of his/her conduct, described by the section defining the offense, when he/she is consciously aware that his/her conduct is of such nature or that such circumstances exist, knowledge of a material fact includes awareness of the substantial probability that such fact exists.
 - (b) the result of his/her conduct, described by the section defining the offense, when he/she is consciously aware that such result is likely to be caused by his/her conduct.
 - (c) knowledge may be inferred from the surrounding circumstances.
- (4) **Manufacture.** The production, preparation, propagation, compounding, conversion or processing of synthetic cannabis, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, and includes any packaging or repackaging of synthetic cannabis or labeling of its container, except that this term does not include the preparation, compounding, packaging or labeling of synthetic cannabis as an incident to lawful research, teaching or chemical analysis and not for sale.
- (5) **Person.** Any individual, corporation, business trust, estate, trust, partnership or association, or any other entity.
- (6) **Possession.** Possession may be either actual or constructive.
 - (a) actual possession means exercising physical dominion.
 - (b) constructive possession may be inferred if the defendant has intent and capacity to maintain control and dominion over the cannabis or drug paraphernalia.
- (7) **Produce or Production.** Planting, cultivating, tending or harvesting.

(B) **Possession of Synthetic Cannabis Prohibited.**

- (1) **Violation.** No person shall possess any substance containing synthetic cannabis.

- (2) **Penalty.** Any person who pleads guilty or is found guilty by a court of law shall be punished by a minimum fine of not less than **Two Hundred Fifty Dollars (\$250.00)** and no more than **Seven Hundred Fifty Dollars (\$750.00)**.
- (3) **Administrative Fee.** In addition, any person who violates any provision of this Section and is convicted, pleads guilty, receives court supervision or probation by a court of law shall be ordered to pay an administrative fee of **One Hundred Dollars (\$100.00)** to be paid to the law enforcement agency for testing of the substance(s) collected.
- (4) **Forfeiture.** Any items which may be seized or forfeited pursuant to **720 ILCS 550/12**, may be forfeited in the same manner as described therein for a violation of this Section.
- (5) **Exception.** Any person who manufactures, distributes, dispenses, or is in possession of any controlled substance or synthetic cannabis for research purposes pursuant to **720 ILCS 550/11**, as hereafter amended, shall be exempt from the provisions of this Section.

ARTICLE XIV - REGULATION OF RESIDENCES OF REGISTERED SEX OFFENDERS**27-14-1 DEFINITIONS.** The following definitions apply to this Section:

(A) A **"Child Sex Offender"** includes any person required to register his or her residence address with any State, or with the federal government, as a result of his or her conviction as a sex offender, where the victim of that sex offense was under the age of **eighteen (18) years** at the time of the offense. A **"Child Sex Offender"** includes, but is not limited to, any person required to register under the Illinois Sex Offender Registration Act, **730 ILCS 150/1 et seq.**, as now or as hereafter amended, where the victim was under the age of **eighteen (18) years** at the time of the offense. A **"Child Sex Offender"** further includes, but is not limited to, any person who has been convicted of any of the following statutory offenses, or convicted of attempting to commit any of the following statutory offenses, as now or hereafter amended, involving a victim under the age of **eighteen (18) years**:

- (1) Sexual exploitation of a child (**See 720 ILCS 5/11-9.1**);
- (2) Predatory criminal sexual assault of a child (**See 720 ILCS 5/12-14.1**);
- (3) Indecent solicitation of a child (**See 720 ILCS 5/11-6**);
- (4) Public indecency committed on school property (**See 720 ILCS 5/11-9**);
- (5) Child luring (**See 720 ILCS 5/10-5(b)(10)**);
- (6) Aiding and abetting child abduction (**See 720 ILCS 5/10-7 or 720 ILCS 5/10-(b)(10)**);
- (7) Soliciting for a juvenile prostitute (**See 720 ILCS 5/11-15.1**);
- (8) Patronizing a juvenile prostitute (**See 720 ILCS 5/11-18.1**);
- (9) Exploitation of a child (**See 720 ILCS 5/11-19.2**);
- (10) Child pornography (**See 720 ILCS 5/11-20.1**);
- (11) Criminal sexual assault (**See 720 ILCS 5/12-13**);
- (12) Aggravated criminal sexual assault (**See 720 ILCS 5/12-14**);
- (13) Aggravated criminal sexual abuse (**See 720 ILCS 5/12-16**);
- (14) Kidnapping or aggravated kidnapping (**See 720 ILCS 5/10-1 or 5/10-2**);
- (15) Unlawful restraint or aggravated unlawful restraint (**See 720 ILCS 5/10-3 or 5/10-3.1**).

(B) **"School"** means any real property used primarily for educational or childcare purposes, including, but not limited to, elementary schools, middle schools, high schools, dance studios, licensed child day care facilities, and pre-schools.

(C) **"Loiter"** shall mean standing or sitting idly, whether or not the person is in a vehicle or remaining in or around property that is from time to time frequented by persons under the age of **eighteen (18) years**.

(D) **"Park"** includes any playground, walking track, athletic field, gymnasium, basketball court, baseball diamond, or other real estate owned or controlled by a school or unit of a local government, that is designated primarily for recreation. The term "Park" shall also include any privately owned recreational area upon which the City has been authorized by its owner to patrol and enforce the ordinances contained in this Code. The term "Park" shall also include ancillary restrooms and vehicle parking lots designated for use primarily by park patrons or school students and their families.

27-14-2 PROHIBITED ACTS.

(A) It is unlawful for a child sex offender to reside within **one thousand five hundred (1,500) feet** of any of the following:

- (1) The real property comprising any school attended by persons under the age of **eighteen (18) years**; or
- (2) The real property comprising any park.

(B) It is unlawful for any child sex offender to loiter on any public property, public right-of-way, or area designated for parking of motor vehicles, within **one thousand five hundred (1,500) feet** of any of the following, unless the person loitering is with a child under the age of **eighteen (18) years** and the person loitering is a parent, stepparent, aunt, uncle, cousin, sibling, or step-sibling of that child under the age of **eighteen (18) years**;

- (1) The real property comprising any school attended by persons under the age of **eighteen (18) years**; or
- (2) The real property comprising any park.

(C) It is unlawful for any person, corporation, business, partnership, trust, manager, or other entity, to employ a sex offender within **one thousand five hundred (1,500) feet** of any festival or other event which is open to the public.

(D) It is unlawful for any person, corporation, business, partnership, trust, manager, or other entity, to enter into a lease agreement, or to renew any lease agreement, letting residential real estate to a child sex offender, where the lot line of the residential property is within **one thousand five hundred (1,500) feet** of any of the following:

- (1) The real property comprising any school attended by persons under the age of **eighteen (18) years**; or
- (2) The real property comprising any park.

27-14-3 OTHER PROVISIONS.

(A) In the event a court of competent jurisdiction should declare the terms of any portion of this Article invalid or unenforceable, the remainder of this Article shall remain in full force and effect.

(B) All distances designated in this Article shall be measured from the lot line of the park property or school property and from the lot line of the subject residence.

(C) Nothing in this Article prohibits a child sex offender from residing within **one thousand five hundred (1,500) feet** of any property, if that residence is owned or leased by the child sex offender before the effective date of this Article. This Article is intended to apply to and prevent such new residential lease agreements, and renewals of expired residential leases, entered into after the effective date of this Article.

(See Section 1-1-20 for Penalties)

CHAPTER 30 - PUBLIC SAFETY

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CHAPTER 30

PUBLIC SAFETY

ARTICLE I – LOCAL STATE OF EMERGENCY

30-1-1 **DEFINITIONS.** The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(A) **Emergency.**

- (1) A riot or unlawful assembly characterized by the use of actual force or violence or any threat to use force if accompanied by immediate power to execute by **three (3)** or more persons acting together without authority of law; or
- (2) Any natural disaster, epidemic, or man-made calamity, including outbreak of disease, flood, conflagration, cyclone, tornado, earthquake or explosion, or eminent threat of any of those events within the corporate limits of the City, resulting in or threatening the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.

(B) **Curfew.** A prohibition against any person walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City except officials of any governmental unit and persons officially designated to duty with reference to the civil emergency.

30-1-2 **DECLARATION.** Whenever an emergency, as defined in **Section 30-1-1(A)** exists, the Mayor is authorized to declare the existence of a Local State of Emergency by means of a written *declaration* of the Mayor, under oath, setting forth the facts which constitute the emergency, describing the nature of the emergency and declaring that a Local State of Emergency exists in accordance with the definitions set forth in this Section. This declaration must be filed with the City Clerk as soon as practicable after issuance.

30-1-3 **CURFEW AUTHORIZED.** After proclamation of a Local State of Emergency by the Mayor he or she may order a general curfew applicable to such geographical areas of the City or to the City as a whole, as he or she deems reasonable and advisable, and applicable during such hours of the day or night as he or she deems necessary in the interest of the public safety and welfare.

30-1-4 **ORDERS AUTHORIZED.** After the proclamation of a Local State of Emergency, the Mayor may also, in the interest of public safety and welfare, and to address this issue caused threatened by the emergency, may take any or all of the following actions by executive order during the state of emergency.

- (A) All actions reasonably necessary to respond to the emergency;
- (B) Approve previously appropriated expenditures of the City for the purpose of continuing the operations of the City; and
- (C) In the event the Local State of Emergency extends beyond the current fiscal year and a new budget has not been approved, the Mayor shall be authorized to approve new spending by the City during the existence of the Local State of Emergency.
- (D) Order the closing of all retail liquor stores, including taverns and private clubs or portions thereof wherein the consumption of intoxicating liquor and beer is permitted.

(E) Order the discontinuance of the sale of alcoholic liquor by any wholesaler or retailer.

(F) Order the discontinuance of selling, distributing or giving away of gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.

(G) Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever.

30-1-5 **DURATION.** The declaration herein authorized shall be effective for a period of **fourteen (14) days** or until the adjournment of the next regular or special meetings of the City Council, whichever comes first, unless sooner terminated by a proclamation of the Mayor, or, his or her interim emergency successor, indicating that the civil emergency no longer exists. The Mayor or his or her interim emergency successor, shall have the power to reproclaim the existence of an emergency at the end of each **fourteen (14) day** period during the time said emergency exists.

30-1-6 **NOTICE.** Upon issuing the proclamation herein authorized, the City Clerk shall notify the news media situated within the City, and shall cause **four (4) copies** of the proclamation *declaring* the existence of the emergency and any curfew to be posted at the following places within the City:

- (A) The City Hall.
- (B) The Police Station.
- (C) The Post Office.
- (D) In the area of any curfew.

30-1-7 **VIOLATIONS.** Any person violating the provisions of this Section or executive orders issued pursuant hereto shall be guilty of an offense against the City and shall be punished as provided by **Section 1-1-20** of the City Code.

30-1-8 **EFFECT ON OTHER ORDINANCES.** Nothing contained in this Section shall be construed to impair the powers contained in this Code, giving powers to the Police and Fire Departments, but shall be construed together with existing ordinances now in effect for the safety and welfare of the citizens of the City.

(65 ILCS 5/11-1-6)

(20 ILCS 3305/11)

ARTICLE II - POLICE DEPARTMENT

DIVISION I - ESTABLISHMENT OF DEPARTMENT

30-2-1 **DEPARTMENT ESTABLISHED.** There is hereby established a department of the municipal government of the City which shall be known as the Police Department. The Police Department shall consist of the Chief of Police and of such number of patrolmen as may be provided from time to time by the City Council.

30-2-2 **OFFICE OF CHIEF CREATED.** There is hereby established the office of the Chief of Police. The Chief of Police shall be appointed by the Mayor with the advice and consent of the City Council.

30-2-3 **DUTIES OF CHIEF.** The Chief of Police shall keep records and make reports concerning the activities of his department as may be required. The Chief shall be responsible for the performance of the Police Department, of all its functions, and all persons who are members of the department shall serve subject to the orders of the Chief of Police.

30-2-4 **APPOINTMENT OF PATROLMEN.** Unless otherwise provided, all patrolmen shall be appointed by the Mayor, by and with the advice and consent of the City Council. A police officer may be appointed to office by the Mayor and City Council if he meets the necessary qualifications notwithstanding the fact that the policeman is not a resident of the City when appointed or when he is to serve as such an official.

30-2-5 **DUTIES.** The policeman shall devote his entire time to the performance of the duties of his office and is hereby charged with the preservation of the peace, order and safety of the City and with the duty of protecting the rights of persons and property and of enforcing all laws and also all orders of the City Council. He shall take notice of all nuisances, obstructions and defects on the highways or other public places and shall cause the same to be abated or removed, or immediate notice thereof given to the proper officer whose duty it may be to take action in relation thereto. When requested by the Mayor he shall attend, either in person or by deputy, all meetings of the City Council, execute all its orders and close the Council Chamber upon the adjournment of that body. He shall also execute all warrants or other legal process required to be executed by him under any ordinance of the City or laws of the State of Illinois.

30-2-6 **MUTUAL AID CONTRACT.** The Police Department, with the approval of the City Council, may enter into an agreement to provide police protection to neighboring municipalities.

(A) **Funds.** The funds collected from said mutual aid contracts shall be maintained by the City in a fund designated "Special Police Department Fund". All expenses or payments made from said fund shall be authorized in advance by the City Council.

30-2-7 **SPECIAL POLICEMEN.** The Mayor may, on special occasions when, in his judgment for public peace and order of the City shall require, appoint and commission any number of special policemen as may be necessary and shall fix in order of their appointment, the time during which each shall serve and all such special policemen, during such time, shall possess the powers and exercise the duties of regular police patrolmen; provided that their appointment, if for more than **ten (10) days**

shall be subject to the consent of the City Council in the manner that other appointments to office by the Mayor are subject. Auxiliary policemen shall not carry firearms, except with the permission of the Chief of Police and then only when in uniform and in the performance of their duties.

30-2-8 LEGAL PROCESSES. All police shall have the power and authority to execute City warrants or other similar legal processes outside the corporate limits of the City and within such distance therefrom as authorized by law in all cases when any ordinance of the City Council made pursuant to law shall prescribe a penalty for the violation of any of its provisions by persons residing, acting or doing any business within the limits of the City.

30-2-9 ASSISTING POLICE OFFICER. Every police officer of the City may, at any time, call upon any able-bodied person(s) above the age of **eighteen (18) years** to aid him in the arresting, retaking or holding in custody of any person guilty of having committed any unlawful act or charged therewith, or to aid such officer in preventing the commission of any unlawful act.

30-2-10 AIDING FIRE DEPARTMENT. Every police officer shall aid the fire department by giving the alarm in case of fire and in clearing the streets or grounds in the immediate vicinity of any fire so that the firemen shall not be hindered or obstructed in the performance of their duties.

30-2-11 FAILURE TO PERFORM. Any member of the Police Department who shall neglect or refuse to perform any duty required of him by this Code or the rules and regulations of the Department, or who shall be, in the discharge of his official duties guilty of any fraud, favoritism, extortion, oppressions or willful wrong or injustice, shall be subject to removal from office.

30-2-12 AIDING IN ESCAPE. It shall be unlawful for any person in this City to resist or obstruct any member of the Police Force in the discharge of his duty or to endeavor to do so, in any manner, assist any person in the custody of any member of the Police Department to escape or to attempt to escape from such custody.

30-2-13 USE OF INTOXICATING LIQUOR. No member on an active tour of duty or while wearing the official policeman's badge of the City shall indulge in the use of intoxicating liquor of any kind and intoxication at any time shall be sufficient cause for removal.

30-2-14 WITNESS FEES. Any member of the Police Department shall appear as witness whenever this is necessary in a prosecution for a violation of an ordinance or of any state or federal law. No such member shall retain any witness fee for service as witness in any action or suit to which the City is a party; and fees paid for such services shall be turned over to the Chief of Police who shall deposit the same with the City Treasurer.

30-2-15 RULES AND REGULATIONS. The Chief of Police may make or prescribe such rules and regulations for the conduct and guidance of the members of the Police Department as he shall deem advisable and such rules, when approved by the Mayor, shall be binding on such members.

30-2-16 STOLEN PROPERTY. The Chief of Police shall be the custodian of all lost and abandoned or stolen property in the City. **(See 65 ILCS 5/11-1-1 et seq.)**

30-2-17 PART-TIME POLICE.

(A) **Employment.** The City may employ part-time police officers from time to time as they deem necessary.

(B) **Duties.** A part-time police officer shall have all the responsibilities of a full-time police officer and such specific duties as delineated in the policies/procedures of the Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned to supervise or direct full-time police officers. Part-time police officers shall be trained in accordance with the Illinois Police Training Act (**50 ILCS 705/1 et seq.**) and the rules and requirements of the Illinois Law Enforcement Training and Standards Board.

(C) **Hiring Standards.** Any person employed as a part-time police officer must meet the following standards.

- (1) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- (2) Be at least **twenty-one (21) years** of age.
- (3) Possess a high school diploma or GED certificate.
- (4) Possess a valid State of Illinois driver's license.
- (5) Possess no prior felony convictions.
- (6) Any individual who has served in the U.S. military must have been honorably discharged.

(D) **Discipline.** Part-time officers shall be under the disciplinary jurisdiction of the Chief of Police. Part-time police officers serve at the discretion of the City authorities, shall not have any property rights in said employment, and may be removed by the City authorities at any time. Part-time police officers shall comply with all applicable rules and General Orders issued by the Police Department. (**See 65 ILCS 5/3.1-30-21**) (**Ord. No. 2015-05; 06-02-15**)

30-2-18 - 30-2-24 RESERVED.

(See 65 ILCS 5/11-1-2)

ARTICLE III - EMERGENCY MANAGEMENT AGENCY (EMA)**30-3-1 POLICY AND PROCEDURES.**

(A) Because of the possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from the explosion in this or in a neighboring municipality of atomic or other means from without, or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, or other natural or man-made causes, and in order to insure that this municipality will be prepared to and will adequately deal with any such disasters, preserve the lives and property of the people of this municipality and protect the public peace, health and safety in the event of such a disaster, it is found and declared to be necessary:

- (1) To create a municipal emergency management agency;
- (2) To confer upon the Mayor the extraordinary power and authority set forth under Article I of this Chapter (**65 ILCS Sec. 5/11-1-6**).
- (3) To provide for the rendering of mutual aid to other cities and political subdivisions with respect to the carrying out of emergency management operations.

(B) Whenever the Mayor determines after an investigation that a dangerous situation or a potentially dangerous situation exists which could cause death to individuals or serious injury to property or the health and welfare of public, the Mayor may declare that a state of emergency exists. The extraordinary powers may not be exercised until an ordinance shall have been adopted which shall establish standards for the determination by the Mayor of when the state of emergency exists and shall provide that the Mayor may not exercise such extraordinary power and authority except after signing under oath a statement finding that such standards have been met, setting forth facts to substantiate such findings, describing the nature of the emergency and declaring that a state of emergency exists. This statement shall be filed with the Clerk of the municipality as soon as practical. A state of emergency shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared. A subsequent state of emergency may be declared if necessary.

(C) It is further declared to be the purpose of this Code and the policy of the municipality that all emergency management programs of this municipality be coordinated to the maximum extent with the comparable functions of the federal and state governments, including their various departments and agencies, of other municipalities and localities and private agencies of every type, to the end that the most effective preparation and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur.

30-3-2 LIMITATIONS. Nothing in this Code shall be construed to:

- (A) Interfere with the course or conduct of a private labor dispute, except that actions otherwise authorized by this Code or other laws may be taken when necessary to forestall or mitigate imminent or existing danger to public health or safety;
- (B) Interfere with dissemination of news or comment of public affairs; but any communications facility or organization (including but not limited to radio and television stations, wire services, and newspapers) may be requested to transmit or print public service messages furnishing information or instructions in connection with a disaster;
- (C) Affect the jurisdiction or responsibilities of police forces, fire fighting forces, units of the armed forces of the United States, or of any personnel thereof, when on active duty; but state and local emergency operations plans shall place reliance upon the forces available for performance of functions related to disaster emergencies;
- (D) Limit, modify, or abridge the authority of the Mayor and the City Council to exercise any other powers vested in them under the constitution, statutes, or common law of this State, independent of or in conjunction with any provisions of this Code.

30-3-3 DEFINITIONS. As used in this Code, unless the context clearly indicates otherwise, the following words and terms shall have the definitions hereinafter ascribed:

(A) **Coordinator** means the staff assistant to the Mayor with the duty of carrying out the requirements of this Code.

(B) **Disaster** means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, explosion, critical shortages of essential fuels and energy, riot, or hostile military or paramilitary action.

(C) **Emergency Management** means the efforts of this municipality to develop, plan, analyze, conduct, implement and maintain programs for disaster mitigation.

(D) **Emergency Operations Plan** means the written plan of the municipality describing the organization, mission and functions of the government and supporting services for responding to and recovery from disasters.

(E) **Emergency Services** means the preparation for and the carrying out of such functions, other than functions for which military forces are primarily responsible, as may be necessary or proper to prevent, minimize, repair and alleviate injury and damage resulting from disasters caused by fire, flood, earthquake, or other man-made or natural causes. These functions including, without limitation, fire-fighting services, police services, emergency aviation services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to protecting life or property.

(F) **Political Subdivision** means any county, city, village, or incorporated town.

30-3-4 EMERGENCY MANAGEMENT AGENCY.

(A) There is hereby created an emergency management agency and a coordinator of the emergency management agency, herein called the "coordinator", who shall be the head thereof. The coordinator shall be appointed by the Mayor with the advice and consent of the Council. He shall serve at the pleasure of the Mayor.

(B) The Emergency Management Agency shall obtain, with Council approval, such technical, clerical, stenographic and other administrative personnel, and may make such expenditures within their appropriation therefor as may be necessary to carry out the purpose of this Code.

(C) The coordinator, subject to the direction and control of the Mayor, shall be the executive head of the Municipal Emergency Management Agency, and shall be responsible under the direction of the Mayor for carrying out the program for emergency management operations of this municipality. He shall coordinate the activities of all organizations for emergency management operations within this municipality and shall maintain liaison, and cooperate with, the civil defense and emergency management agencies and organization of the county, other counties and municipalities, and of the federal and state government.

In the event of the absence, resignation, death, or inability to serve by the coordinator, the Mayor or any persons designated by him, shall be and act as coordinator until a new appointment is made as provided in this Code.

(D) The Municipal Emergency Management Agency shall take an integral part in the development and revision of the local emergency operations plan.

(E) In the development of the emergency operations plan, the municipal emergency management agency shall interrelate with business, labor, industry, agriculture, civic and volunteer organizations, and community leaders.

(F) The Municipal Emergency Management Agency shall:

- (1) Determine the requirements of the municipality for food, clothing and other necessities in the event of an emergency;
- (2) Develop an Emergency Operations Plan that meets the standards promulgated by the Illinois Emergency Management Agency;
- (3) Biannually review and revise the local Emergency Operations Plan;

- (4) Establish a register of persons with types of training and skills in emergency prevention, preparedness, response and recovery;
- (5) Establish a register of government and private response resources available for use in a disaster;
- (6) Prepare, for issuance by the Mayor, ordinances, proclamations and regulations as necessary or appropriate in coping with disasters.
- (7) Cooperate with the federal, state and county government and any public or private agency or entity in achieving any purpose of this Code and in implementing programs for disaster prevention, preparation, response and recovery;
- (8) Initiate and coordinate planning for:
 - (a) The establishment of an emergency operating center;
 - (b) The implementation of a 911 system.
- (9) Do all other things necessary, incidental or appropriate for the implementation of this Code.

30-3-5

EMERGENCY MANAGEMENT POWERS OF THE MAYOR.

(A) The Mayor shall have the general direction and control of the emergency management agency and shall be responsible for the carrying out of the provisions of this Code.

(B) In performing his duties under this Code, the Mayor is authorized to cooperate with state and federal governments and with other municipalities and political subdivisions in all matters pertaining to emergency management operations defined in this Code.

(C) In performing his duties under this Code, the Mayor is further authorized:

- (1) To make, amend and rescind all lawful necessary orders, rules and regulations of the local disaster plan to carry out the provisions of this Code within the limits of the authority conferred upon him.
- (2) To cause to be prepared a comprehensive plan and program for the emergency management of this municipality which plan, and program shall be integrated into and coordinated with disaster plans of the state and federal governments and other political subdivisions, and which plan and program may include:
 - (a) Prevention and minimization of injury and damage caused by disaster;
 - (b) Prompt and effective response to disaster;
 - (c) Emergency relief;
 - (d) Identification of areas particularly vulnerable to disasters;
 - (e) Recommendations for zoning, building and other land-use controls, safety measures for securing permanent structures and other preventive and preparedness measures designed to eliminate or reduce disasters or their impact;
 - (f) Assistance to local officials in designing local emergency action plans;
 - (g) Authorization and procedures for the erection or other construction of temporary works designed to protect against or mitigate danger, damage or loss from flood, conflagration or other disaster;
 - (h) Organization of municipal manpower and chains of command;
 - (i) Coordination of local emergency management activities;
 - (j) Other necessary matters.
- (3) In accordance with such plan and program for the emergency management of this municipality, and out of funds appropriated for such purposes, to procure and preposition supplies, medicines, materials and equipment to institute training programs and public information programs, and to take all other preparatory steps, including the partial or

full mobilization of emergency management organizations in advance of actual disaster to insure the furnishing of adequately trained and equipped forces for disaster operations.

- (4) Out of funds appropriated for such purposes, to make such studies and surveys of the industries, resources and facilities in this municipality as may be necessary to ascertain the capabilities of the municipality for the emergency management phases of preparedness, response, and recovery, and to plan for the most efficient emergency use thereof.

(D) The Mayor is authorized to designate space in a municipal building, or elsewhere for the emergency management agency as its office.

30-3-6 FINANCING.

(A) It is the intent of the City Council and declared to be the policy of the municipality that every effort shall be made to provide funds for disaster emergencies.

(B) It is the City Council's intent that the first recourse shall be to funds regularly appropriated to the agency. If the Mayor finds that the demands placed upon these funds in coping with a particular disaster are unreasonably great, and the Governor has proclaimed the municipality a disaster, he may make application for funds from the state disaster relief fund. If monies available from the fund are insufficient, and if the Mayor finds that other sources of money to cope with the disaster are not available or are insufficient, he shall issue a call for an immediate session of the City Council for the purpose of enacting ordinances as the City Council may deem necessary to transfer and expend monies appropriated for other purposes or borrow monies from the United States Government or other public or private sources. If less than a quorum of the members of the City Council is capable of convening in session to enact such ordinances for the transfer, expenditure or loan of such monies, the Mayor is authorized to carry out those decisions until such time as a quorum of the City Council can convene.

(C) Nothing contained in this Section shall be construed to limit the Mayor's authority to apply for, administer and expend grants, gifts, or payments in aid of disaster prevention, preparedness, response or recovery.

30-3-7 LOCAL DISASTER EMERGENCIES.

(A) A local disaster emergency may be declared only by the Mayor or City Council. If declared by the Mayor, it shall not be continued for a period in excess of **seven (7) days** except by or with the consent of the City Council. Any order or proclamation declaring, continuing or terminating a local disaster emergency shall be given prompt and general publicity, and shall be filed promptly with the municipal clerk.

(B) The effect of a declaration of a local disaster emergency is to activate any and all applicable local emergency operations plans and to authorize the furnishing of aid and assistance thereunder.

(C) During a local disaster emergency, the Mayor may suspend the provisions of any municipal ordinance prescribing procedures for the conduct of municipal business, or the orders, rules and regulations of any municipal agency, if strict compliance with the provisions of any ordinance, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency, as authorized by "**The Illinois Emergency Management Agency Act**", provided that, if the City Council meets at such time, he shall act subject to the directions and restrictions imposed by that body.

30-3-8 TESTING OF DISASTER WARNING DEVICES. The testing of disaster devices including outdoor warning sirens shall be held only on the first Tuesday of each month at **10 o'clock** in the morning.

30-3-9 MUTUAL AID ARRANGEMENTS BETWEEN POLITICAL SUBDIVISIONS.

The coordinator for emergency management operations may, in collaboration with other public agencies within his immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions, municipal corporations or bodies politic within this state for reciprocal disaster response and recovery in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of such political subdivisions, municipal corporations or bodies politic as are parties thereto, in the manner provided by law, and unless and until filed with and approved in writing by the state director. Such arrangements shall be consistent with the state and local emergency management operations plan and program, and in the event of such disaster as described in **Section 30-3-3** of this Code, it shall be the duty of each local and department for emergency management operations to render assistance in accordance with the provisions of such mutual aid arrangements.

30-3-10 COMMUNICATIONS.

The local Emergency Management Agency shall ascertain what means exist for rapid and efficient communications in times of disaster emergencies. The agency shall consider the desirability of supplementing these communications resources or of integrating them into a comprehensive system or network. In studying the character and feasibility of any system or its several parts, the agency shall evaluate the possibility of multipurpose use thereof for general municipal and local governmental purposes. The agency shall make recommendations to the Mayor as appropriate.

30-3-11 IMMUNITY.

Neither the municipality, the agency or any member thereof or any person acting at their direction, engaged in any emergency management operations or disaster activities, while complying with or attempting to comply with this Code or any rule or regulations promulgated pursuant to this Code is liable for the death of or any injury to persons, or damage to property, as a result of such activity. This section does not, however, affect the right of any person to receive benefits to which he would otherwise be entitled under this act under the Worker's Compensation Act or the Worker's Occupational Diseases Act, or under any pension law, and this Section does not affect the right of any such person to receive any benefits or compensation under any Act of Congress.

30-3-12 PROFESSIONS, TRADES AND OCCUPATIONS.

If such disaster as is described in **Section 30-3-3** occurs in this municipality and the services of persons who are competent to practice any profession, trade or occupation are required in this municipality to cope with the disaster situation and it appears that the number of persons licensed or registered in this municipality to practice such profession, trade or occupation may be insufficient for such purpose, then any persons who are licensed elsewhere to practice any such profession, trade or occupation may, if a member of another political subdivision rendering aid in this municipality pursuant to the order of the head of that political subdivision and upon the request of the municipality, or if otherwise requested so to do by the Mayor or the coordinator of this municipality, during the time the disaster condition continues, practice such profession, trade or occupation in this municipality without being licensed or registered in this municipality.

30-3-13 BUDGETS AND LEVY OF TAX.

The City Council may make budgets for emergency management operations in the manner provided by law for making budgets for the ordinary expenses of such political subdivision. The City Council may also levy for emergency management operations a tax not to exceed **.05%** of the full, fair cash value as equalized or assessed by the Department of Revenue on all taxable property in the municipality for the current year. However, the amount collectible under such a levy shall in no event exceed **Twenty-Five Cents (\$0.25)** per capita. The annual tax shall be in addition to and in excess of the amount authorized to be levied for general corporate purposes.

30-3-14 AUTHORITY TO ACCEPT SERVICES, GIFTS, GRANTS OR LOANS.

Whenever the federal or state governments, or any agency or officer thereof, or whenever any person, firm or corporation shall offer to the municipality services, equipment, supplies, materials or funds by way of gift or grant for purposes of emergency management, the municipality, acting through the Mayor or through its City Council, may accept such offer and upon such acceptance the Mayor or the City Council may authorize any officer of the municipality to receive such services, equipment, supplies, materials or funds on behalf of the municipality.

30-3-15 ORDERS, RULES AND REGULATIONS.

(A) The Mayor shall file a copy of every rule, regulation or order and any amendment thereof made by him pursuant to the provisions of this Code in the office of the Municipal Clerk. No such rule, regulation or order, or any amendment thereof, shall be effective until **ten (10) days** after such filing; provided, however, that upon the declaration of such a disaster emergency by the Mayor as is described in **Section 30-3-7**, the provision relating to the effective date of any rule, regulation order or amendment issued pursuant to this Code and during the state of such disaster emergency, is abrogated, and said rule, regulation, order or amendment shall become effective immediately upon being filed with the Municipal Clerk, accompanied by a certificate stating the reason for the emergency.

(B) The Emergency Management Agency established pursuant to this Code, and the coordinator thereof, shall execute and enforce such orders, rules and regulations as may be made by the Governor under authority of the Illinois Emergency Management Agency Act. The local Emergency Management Agency shall have available for inspection at its office all orders, rules and regulations made by the Governor, or under this authority. The State Emergency Management Agency shall furnish such orders, rules and regulations to the agency.

30-3-16 UTILIZATION OF EXISTING AGENCY, FACILITIES AND PERSONNEL.

In carrying out the provisions of this Code, the Mayor and the coordinator of the emergency management agency are directed to utilize the services, equipment, supplies and facilities of existing departments, offices and agencies of the municipality to the maximum extent practicable, and the officers and personnel of all such departments, offices and agencies are directed, upon request, to cooperate with and extend such services and facilities to the coordinator and the emergency management agency.

30-3-17 SEVERABILITY. If any provision of this Code or the application thereof to any person or circumstances be held invalid, such invalidity shall not affect such other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Code are hereby declared to be severable.

30-3-18 NO PRIVATE LIABILITY.

(A) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a mock or practice disaster response activity together with his successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.

(B) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the municipality under the provisions of this Code, shall not be civilly liable for causing death of, or injury to, any person or damage to any property except in the event of willful misconduct.

(C) Any private person, firm or corporation, and any employee or agency of such person, firm or corporation, who renders assistance or advice at the request of the municipality, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the

event of willful misconduct. The immunities provided in Subsection (C) shall not apply to any private person, firm or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or in part such actual or impending disaster and who would otherwise be liable, therefore.

30-3-19 SUCCESSION. In the event of the death, absence from the municipality or other disability of the Mayor preventing him from acting under this Code or for any other municipal purpose, and until the office is filled in the manner prescribed by law, the coordinator of the emergency management agency shall succeed to the duties and responsibilities of the Mayor.

30-3-20 COMPENSATION. The City Council, by its annual appropriations ordinance, may provide for the payment of the salary of the coordinator and such other office staff and personnel as may be expressly provided for in the ordinance. Nothing herein contained shall prohibit any member of the agency from receiving compensation from the State of Illinois Emergency Management Agency under any provisions of that agency.

30-3-21 PERSONNEL OATH. Each person, whether compensated or non-compensated, who is appointed to serve in any capacity in the municipal Emergency Management Agency, shall, before entering upon his duties, take an oath, in writing, before the coordinator of the municipal Emergency Management Agency before a person authorized to administer oaths in this municipality, which oath shall be filed with the coordinator of the Emergency Management Agency, and which oath shall be substantially as follows:

"I, _____ do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I, nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time I am affiliated with the City, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence."

30-3-22 EMERGENCY TERMINATION OR REDUCTION OF ELECTRICAL SERVICE.
(A) **Declaration of Emergency Condition.** When in the judgment of the Mayor or City Council, as provided herein in **Section 30-3-7(A)**, a local disaster emergency requires the termination or reduction of electrical service, the Mayor or City Council shall forthwith declare in writing the existence of the emergency condition and order the termination or reduction.

30-3-23 PENALTY. Any person convicted of violating this Code or any order thereunder shall be punished, upon conviction, by a fine as provided by **Section 1-1-20** of this Code.

(See 20 ILCS Sec. 3305/1 et seq.)

ARTICLE IV - FIRE DEPARTMENT

DIVISION I - ORGANIZATION

30-4-1 **DEPARTMENT ESTABLISHED.** There is hereby established a Fire Department consisting of a Fire Chief who shall be appointed by the Mayor with the advice and consent of the City Council at the regular meeting in May in each year.

30-4-2 **MEETINGS.** The Fire Department members shall hold monthly meetings and at the December meeting, shall elect a Secretary. The officers so elected shall qualify and take office at the first meeting in January.

30-4-3 **DUTIES OF FIRE CHIEF.** The Fire Chief shall, upon taking office, make appointments and prescribe such duties as may be necessary and proper in the organization and effective operation of the Fire Department during that year. The Fire Chief shall have the control and supervision of the Fire Department and all fire apparatus and equipment belonging to the City, subject to the order and direction of the Commissioner of Public Health and Safety.

In case of fire, the Fire Chief and his Assistants, in their order of rank, shall take command at such fire and the officer highest in rank shall take command of the Fire Department and direct the management thereof for the suppression of the fire in the best manner possible; and when it may be necessary for the protection of other property to prevent the spread of the fire, the officer in command may cause buildings to be removed, torn down or destroyed in the best manner possible.

30-4-4 **TREASURER'S DUTIES.** The City Treasurer shall receive all moneys collected for and on behalf of the Fire Department, including the tax or license fee for foreign fire insurance companies and shall pay the same upon the order of the Fire Department for the purposes of maintenance, use and benefit of such department. Such Treasurer shall make monthly reports to the Fire Department on the condition of the funds in his hands and shall, on the **first (1st) Tuesday of December** in each year, make a sworn report and statement to the Mayor and City Council of all moneys received and disbursed by him as such Treasurer and the balance of moneys in his hands. The books, records, and accounts of such Treasurer shall be faithfully kept and shall, at all times, be open to inspection and an audit of the Mayor and City Council. He shall, at the expiration of his term of office, surrender, pay and deliver to this successor in office, all books, records, accounts and moneys in his hands as such Treasurer.

30-4-5 **RESERVED.**

DIVISION II - REGULATIONS

30-4-6 ENFORCEMENT OF LAWS. It shall be the function and duty of the Fire Department and every member thereof to extinguish accidental or destructive fires, to prevent the occurrence or spread of fires, to enforce all ordinances relating to the occurrence or spread of such fires.

30-4-7 OBEYING ORDERS AT FIRE. No fireman in attendance at a fire shall neglect or refuse to obey the orders of the officer in command at such fires.

30-4-8 FAILURE TO FOLLOW ORDERS. Every person above the age of **eighteen (18) years** who shall be present at a fire shall be subject to the orders of the officer in command at such fire and shall render all the assistance in his power, and in such manner as he may be directed, in the extinguishment of the fire and in the removal of and protection of property, and any person refusing to obey such orders shall, upon conviction, be fined as provided in Chapter 1 - Administration of this Code, provided no person shall be bound to obey any such officer, unless such officer's official character shall be known or made known to such person.

30-4-9 DUTY TO ENFORCE. It shall be the duty of all officers of the Fire Department and all police officers of the Municipality to see that the provisions of this Code are enforced and to arrest on view any person who shall be found violating any of the provisions of this Article or who shall hinder, resist or refuse to obey any such officer in the discharge of his duty, and to that end, all such officers are hereby vested with the usual power and authority of police officers.

30-4-10 ILLEGAL USE OF EQUIPMENT. No person shall use any fire engine or any other apparatus belonging to the Municipality for any private purpose, other than the extinguishment of fires; nor shall any person remove the same or any part thereof from its place of deposit or, having the control thereof, shall permit such engine or other apparatus to be used for any private purpose other than the extinguishment of fires.

30-4-11 HINDERING FIREMEN. No person shall willfully resist, obstruct or delay any member of the Fire Department in the performance of his duty at a fire, or shall willfully or maliciously insure, break or deface any fire apparatus belonging to the City.

30-4-12 EMERGENCY LIGHTING.
(A) When responding to a bona fide emergency, duly appointed firefighters of the Fire Department are permitted to use on their vehicles, emergency lighting as permitted by the Illinois Vehicle Code **625 ILCS 5/12-215(c)** as amended from time to time, including blue oscillating, rotating or flashing lights, flashing white headlights and blue grill lights.

(B) The emergency lighting provided in paragraph (A) above shall only be permitted when the firefighter carries on his or her person a letter from the Mayor or Commissioner of Public Health and Safety identifying him or her as a member of the Fire Department, identifying his or her position and term of service and providing the name, phone number and address of the Fire Chief to verify the information provided in said letter.

30-4-13 MABAS AGREEMENT. The Mayor and the City Council and the Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part thereof. **(See Appendix "A")**

APPENDIX "A"

MUTUAL AID BOX ALARM SYSTEM
AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act and Anna, Illinois is a municipality as defined in Illinois Statutes; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE - PURPOSE

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO - DEFINITIONS

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"). A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time.

B. "Member Unit". A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS.

C. "Stricken Unit". A Member Unit which requests aid in the event of an emergency.

D. "Aiding Unit". A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit.

E. "Emergency". An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

F. "Division". The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.

G. "Training". The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.

H. "Executive Board". The governing body of MABAS comprised of Division representatives.

SECTION THREE - AUTHORITY AND ACTION TO EFFECT MUTUAL AID

A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR - JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE - COMPENSATION FOR AID

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid for the first **eight (8) consecutive hours** of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than **eight (8) consecutive hours** under the following terms and conditions:

A. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.

B. The Aiding Unit must assess no more than the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

C. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA/OSFM rate schedules, a market rate for reimbursement shall be established.

D. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.

E. Aiding Units must invoice the Stricken Unit within **thirty (30) days** after the completion of the emergency. Once **thirty (30) days** pass, the aid shall be considered to be as donation of service.

F. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

(Ord. No. 2016-07; 08-16-16)

SECTION SIX - INSURANCE

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-

insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN - INDEMNIFICATION

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT - NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this Section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN - EFFECTIVENESS

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN - BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE - VALIDITY

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN - NOTICES

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN - GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN - EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN - EXECUTIVE BOARD OF MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN - DUTIES OF THE EXECUTIVE BOARD

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by-laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN - RULES AND PROCEDURES

Rules, procedures and by-laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN - AMENDMENTS

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by-laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this Mutual Aid Box Alarm System Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

CHAPTER 31 – RECREATION - PARKS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
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	<i>Section 31-1-1 - Use of Park</i>	<i>31-1</i>
	<i>Section 31-1-2 - Legal Status of Owner</i>	<i>31-1</i>
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CHAPTER 31

RECREATION - PARKS

ARTICLE I – ANNA CITY PARK

31-1-1 USE OF PARK. Any use of the Anna City Park is prohibited except according to the rules, regulations, requirements, conditions, procedure and criteria hereinafter set forth.

31-1-2 LEGAL STATUS OF OWNER. The Park may only be used by a legal entity who is: (1) a natural person; (2) a voluntary unincorporated association consisting of an organization of **two (2)** or more persons formed and/or organized for a common purpose; (3) a partnership or joint venture; or (4) a corporation.

31-1-3 PROOF OF STATUS. Any entity permitted to use the Park, other than a natural person, shall be required to demonstrate to the City the nature and existence of the legal entity by the production of a document evidencing the existence of the legal entity, as follows:

(A) If a *Voluntary Unincorporated Association*, a document signed by all natural persons involved in the same, stating the name and business address of the voluntary unincorporated association; the names and addresses of all individual persons constituting the association; and the common purpose of all such persons.

(B) If a *Partnership*, a certified copy of the Partnership Agreement and all amendments thereto.

(C) If a *Corporation*, whether it is for-profit or not-for-profit, a Certificate of Good Standing issued by the Illinois Secretary of State.

31-1-4 LEASE OR LICENSE TERMS. Each entity using the Park for any purpose shall enter into with the city and execute a Memorandum in the nature of either a lease or license agreement, which agreement shall include the following terms and/or conditions:

(A) The duration of use of the Park;

(B) The purpose and description of the activity or event to be held at the Park;

(C) The estimated number of participants and spectators who will be involved or in attendance at said activity or event, as well as all other pertinent information as required by the City to evaluate the degree and extent of the risk involved to the City;

(D) The amount of rental fees, if any, to be paid to the City;

(E) The required minimum amount of liability insurance coverage for injury to **one (1) person, one (1) occurrence**, and in the aggregate, to be determined by the City Council or any officer of City Government as designated by the City Council, or on a case-by-case basis as a function of risk posed by the activity or event and other relevant factors;

(F) The entity's obligation to indemnify the City by the insurance coverage later identified and described in **Section 31-1-5**;

(G) The entity's obligation to reimburse the City for any damage to any facility beyond reasonable wear and tear from anticipated usage;

(H) Any and all other obligations with respect to the conduct and responsibility for the event and/or activity to be held, including, but not limited to responsibility for matters of safety, health and clean-up, which may be deemed and/or determined by the City to be appropriate; and

(I) A description of the facility and/or a designation of the area of specific use of City property on the City's Park Map, which designation shall be in the form and as associated with all other reasonable terms as prescribed by the City Administrator or the City Council, for the particular use intended.

31-1-5 **INSURANCE.** Each entity shall simultaneously with the entry into and execution of the herein-described Memorandum, provide to the City, the following:

(A) A Certificate of Liability Insurance coverage showing a minimum amount of insurance coverage, as follows:

(1) **One Million Dollars (\$1,000,000.00)** for injury to **one (1) person, one (1) occurrence;** and

(2) **Two Million Dollars (\$2,000,000.00),** in the aggregate.

(B) A description of the event and the activities covered; and

(C) Proof that the Certificate has the entity listed as the "Primary Insured," with the "City of Anna, a Municipal Corporation," as the additional insured.

31-1-6 **MODIFICATIONS OF INCREASE.** The City Council hereby expressly reserves the right to either increase, decrease or excuse the heretofore-established insurance requirements for certain individuals and/or not-for-profit entities according to the following considerations and/or criteria:

(A) A proper evaluation by the Council of the degree of risk to the City;

(B) A proper evaluation by the Council of the extent of risk of liability to the City;

(C) The financial hardship which meeting the City's insurance requirement would impose upon the individual or entity desiring to use the Park for a specific event and/or activity, which consideration shall only be afforded to entities who are organized as not-for-profit associations or corporations; and

(D) Whether the activity and/or event will charge admission and/or generate a profit.

31-1-7 **CRITERIA FOR RENT.** The City may charge any entity for the use of any part or portion of the Park, or for any facility located thereon, an amount of rent, to be determined upon the consideration of and on the basis of the following criteria:

(A) Whether the user is organized and operated for the purpose of making a profit, i.e., where any income in excess of expenses is intended to inure to the benefit of any natural person, or any entity, including but not limited to any corporation organized under the Business Corporation Act of the State of Illinois, or any other state;

(B) Whether the entity is organized as a not-for-profit corporation under the laws of the State of Illinois, or the Religious Corporation Act, or is a voluntarily unincorporated association where any profit is retained and used for the recreational, religious, or any other charitable purpose as defined by either the Internal Revenue Code or the General Not-for-Profit Corporation Act of the State of Illinois, or is a local governmental unit;

(C) Whether the use requires the expenditure of any City funds for the purpose of services in the nature of the supply of water, sewerage, gas, or electricity, police protection or fire protection, which the City otherwise would not have incurred had the event or activity not have been conducted or held;

(D) Whether the event or activity is conducted for the participation, generally, of the citizens of the City of Anna, in contrast to the entertainment, recreational or other purposes or to benefit any particular organization, demographic segment of the population, or any special interest group; or

(E) Whether the event is open to or there is invited to attend the event, all persons in the general public, or, whether the event or activity is only of particular interest to a segment of the general public, definable in terms of age, belief, or a specific interest in particular sports, activities, entertainment, or other special interests;

(F) Whether there will be charged a fee for admission to the event or activity or for the purpose of any item or for participation in the activity;

(G) Whether the event or activity does or may result in damage or deterioration to any portion of the Park, or any facility, or require periodic maintenance, repair or upkeep by the City; and

(H) Generally, whether the City will incur any expenditure or sustain any loss of funds which are not generally for the benefit of the citizens and taxpayers of and in the City, it being the intent of the City Council, generally, to make the Park available to the citizens of the City for their general use and benefit, consistent with the health, safety, and welfare of the citizens and taxpayers of the City, within a sound financial structure and basis.

(Ord. No. 2010-03; 05-04-10)

ARTICLE II – GENERALLY

31-2-1 PREFERENCE GROUPS. The following entities will be given preference, as they benefit the entire community:

S.I.B.S.A.
Anna-Jonesboro High School
Anna Junior High School
Anna Junior Wildcat Football

31-2-2 USE OF FEES. Any and all revenues raised and/or received by the City as a result of the enactment and implementation of this Article shall be used for and expended upon the care, maintenance and operation of the City Park.

31-2-3 SMOKING PROHIBITED AT PARK. Effective immediately and in accordance herewith, there shall be no smoking of any kind at the City Park.

(A) At the direction of the Mayor and City Council, NO SMOKING signs shall be obtained by the Street Department and erected by the City in areas deemed appropriate so as to provide ample notice to the public of said No Smoking zones/areas.

(B) **Penalties.** Any violation of the rules and regulations as adopted herein shall be enforced and/or penalized in accordance with the requirements and/or provisions of the City Code, and in particular **Section 1-1-20.**

31-2-4 PARK HOURS. The City Park shall be closed to any and all public access from **eleven o'clock (11:00) P.M.** until **six o'clock (6:00) A.M.** the following day. Provided, however, that said park shall be open for public access for Fair Week during the time designated as Fair Week by the City Council. Persons who have entered into the park area prior to **eleven o'clock (11:00) P.M.** on any given evening may remain in said park as long as those persons are engaged in or are spectators of an organized activity approved in advance by the City Council.

31-2-5 STREET SPEED LIMITS. It is hereby established on streets within the City Park, the same being Church Street between the intersection of Church Street and Freeman Street and Church Street and East Davie Street, a speed limit for motor vehicles, as that term is defined by the Illinois Vehicle Code, of the State of Illinois a speed limit of **fifteen (15) miles per hour. (Ord. No. 81-12; 08-18-81)**

ARTICLE III – RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS

31-3-1 PURPOSE AND INTENT. The City is dedicated to the preservation of productive agricultural land. This Article is not intended to conflict with this, but rather, this Article offers an alternative use for marginally productive farmland or an option to re-imagine a blighted area. This Article is designed to:

- (A) Protect and maintain productive agricultural lands;
- (B) Protect and maintain the future development of agricultural operations by protecting existing agricultural operations from incompatible uses; and
- (C) Ensure that recreational vehicle parks and campgrounds maintain the high quality of the City's recreational resource areas.

31-3-2 DEFINITIONS.

(A) **Recreational Vehicle or Travel Trailer.** A vehicle which is:

- (1) Built on a single chassis;
- (2) **Four hundred (400) square feet** or less in size;
- (3) Designed to be self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

31-3-3 DEVELOPMENT PERMIT AND SITE PLAN REQUIREMENTS.

(A) **Application for Permit.** All applications for a permit to operate a recreational vehicle park or campground shall contain the following:

- (1) Name, address, and telephone number of applicant.
- (2) Percentage of interest of the applicant and/or owners in the proposed campground.
- (3) Names and addresses of all persons holding interest or having an interest in the proposed campground.
- (4) Location, address, and legal description of the entire proposed campground.
- (5) Existing zoning of subject property and all adjacent properties.
- (6) Complete engineering plans and specifications of the proposed campground showing:
 - (a) The area and dimensions of the entire tract of land.
 - (b) The number, location, and size of all lots intended for use by recreational vehicles.
 - (c) The number, location, and size of all unimproved, partially improved, and fully improved lots.
 - (d) The location, right-of-way and surfaced roadway width, and surfacing material of roadways and walkways.
 - (e) The location of proposed interior vehicular and pedestrian circulation patterns.
 - (f) The location of service buildings, sanitary stations, and any other existing or proposed structures.
 - (g) The location of water and sewer lines.
 - (h) The location of dumpsters and/or refuse containers.
 - (i) Plans and specifications of all buildings constructed or to be constructed within the campground.
 - (j) Plans and specifications of the water supply, refuse and sewage disposal facilities, and pet exercise and sanitation areas.
 - (k) The location and details of lighting and electrical systems.

- (l) The location of fire hydrants, if provided.
- (m) Location of all drainage easements shall comply with city drainage plans.
- (n) Quantity and point or area of departure of stormwater runoff prior to and subsequent to construction of the proposed RV park. Engineering plans and calculations for these measurements shall be in compliance with the City storm water detention ordinance (#2021-16).
- (o) Erosion control and landscaping plan.
- (p) The calendar months of the year during which the applicant will operate the proposed campground.

(B)

Site Plan.

- (1) **Information Required.** Every application for the construction, operation, maintenance, and occupancy for a campground shall be accompanied with plans and specifications, fully setting out the RV spaces, the position of each RV, motor vehicle parking spaces, the driveway giving access thereto, and a plan of landscaping.
- (2) **Review.** Before any permit is issued for a campground and the use thereof, the plans and specifications shall be reviewed by the Zoning Administrator taking into account all the provisions set out herein. Additional requirements may be imposed by the City Council and/or the Zoning Board of Appeals. Further, all plans and specifications must be in accordance with State regulations governing campgrounds.
- (3) **Phased Developments.** Where a campground development is proposed for construction in a series of stages, a master plan for the development of the entire tract of land shall be submitted along with the detailed plans and specifications for the initial stage, as well as any subsequent stages.

31-3-4

HEALTH AND SANITTION REQUIREMENTS.

(A) **Application of State Regulations.** Health and sanitation requirements shall be based upon the requirements of the State rules and regulations for recreational areas, effective **October 29, 1980**, as amended.

(B)

Garbage, Refuse, and Litter.

- (1) The storage, collection, and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents, or other nuisance conditions. Durable, watertight, easily cleanable refuse containers, sufficient to contain all the refuse, shall be provided at each service building and sanitary waste station or at a central storage area readily accessible and located not more than **three hundred (300) feet** from any camp or picnic site unless provided at campsite lots. Refuse containers shall be provided at the rate of **eight (8) cubic feet (60 gallons)** for each **five (5) campsites** or the equivalent thereof. Containers shall be covered with close fitting, fly tight covers.
- (2) The park or campground must maintain litter control and refuse collection so as to prevent litter or refuse from blowing onto or otherwise being deposited on nearby agricultural lands.
- (3) Insects and rodents shall be controlled by elimination of breeding and harborage sources, proper sanitary practices, extermination, vermin proofing of buildings, and other approved control methods.

(C)

Food Service. Food service facilities or activities must meet requirements and recommendations of the health department.

31-3-5 SERVICE BUILDINGS AND ACCESSORY USES.

(A) **Permitted Buildings and Uses.** Service buildings and accessory uses may be permitted. Permitted accessory buildings and uses are as follows:

- (1) Management offices, repair shops for park equipment, and storage areas.
- (2) One dwelling unit is permitted for the manager or owner exclusively for seasonal use.
- (3) Sanitary facilities, including toilets and showers.
- (4) Store, for use by campers and daily users only.
- (5) Laundry facilities.
- (6) Picnic shelters.

(B) **Special Uses.** Other special uses may be granted by the City Council.

(C) **Structural Requirements.** All service buildings, recreational buildings, and accessory use buildings shall be constructed to meet the 2006 IBC Building Code. "Recreational vehicles," as defined in "Definitions" of this Article, shall not be used for accessory purposes in connection with the park or campground.

(D) **Signs.** Commercial uses supplying foods or services for the exclusive use of campers and/or daily users may have signs for identification purposes only. Signs or advertising must not be visible from outside the park, and signs may be restricted in size.

31-3-6 STREET SYSTEM, PARKING, AND PEDESTRIAN ACCESS.**(A) Street System.**

- (1) All recreational vehicle parks shall be provided with safe and convenient vehicular access from abutting streets or roads to each lot. Such access shall be provided by streets, driveways, or other means. No on street parking shall be allowed.
- (2) All recreational vehicle parks shall be provided with safe and convenient vehicular access from an improved public street or road. It shall be the responsibility of the applicant to provide the necessary access in all cases where there is no existing improved street or road connecting the recreational vehicle park site with an improved existing public street or road. The City Council shall approve all access and entrance locations and improvements before the issuance of a permit.
- (3) Entrances to recreational vehicle parks and campgrounds shall be designed to minimize congestion and hazards and allow free movement of traffic on adjacent streets. All park entrance streets shall be a minimum of **twenty-four (24) feet** in width to their first point of intersection with a minor park street and have a **six (6) inch** gravel base.
- (4) Collector streets shall have a minimum roadway of not less than **twenty (20) feet** in width with a dust-controlled surface which will include a **six (6) inch** gravel base.
- (5) Minor streets shall have a minimum width roadway of not less than **eighteen (18) feet**.

(B) **Off-Street Parking.** Off-street parking shall be provided for the use of campers and daily users. Parking spaces shall be provided for not less than **one (1) car** per recreational vehicle lot. Each parking space shall be not less than **ten (10) feet** wide and **twenty (20) feet** deep and shall be surfaced for its entire area with a dust palliate.

(C) **Pedestrian Access.** All parks shall be provided with safe, convenient pedestrian access of adequate width for intended use between individual lots, the park streets and all service buildings and accessory facilities provided for campers.

31-3-7 INDIVIDUAL SPACE REQUIREMENTS.

(A) All recreational vehicles shall not be located along park boundaries so as to cause an adverse impact to adjoining properties. A **ten (10) foot** setback or greater shall be imposed with a reasonable increase in plantings and/or berms which shall be required in order to lessen the impact to adjoining properties affected.

(B) All recreational vehicles shall be located at least **ten (10) feet** from a minor street and **twenty-five (25) feet** from a collector street or entrance street.

(C) All recreational vehicles shall be located at least **thirty (30) feet** from a body of water.

(D) Recreational vehicles and accessory structures must be separated from one another by at least **ten (10) feet** in all directions.

31-3-8 ENVIRONMENTAL, OPEN SPACE, AND ACCESS REQUIREMENTS.

(A) **General Requirements.** Conditions of soil, groundwater level, drainage and topography shall not create hazards to the property or the health, safety, or welfare of the occupants. The site shall not be exposed to objectionable smoke, noise, odors, or other adverse influences, and no portion subject to flooding, subsidence, or erosion shall be used for any purpose which would expose persons or property to hazards.

(B) **Soil and Ground Cover Regulations.** Exposed ground surfaces in all parts of every campground shall be covered with stone screening or other solid material or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating objectionable dust, except pathways, depending upon the site-specific nature of the area and upon the review of the City Council.

(C) **Site Drainage; Preservation of Waters and Natural Features:**

(1) **Site Drainage and Slopes.**

(a) The ground surface in all parts of every recreational vehicle park or campground shall be graded and equipped to drain all surface water in a safe, efficient manner.

(b) Stormwater runoff shall be limited to the rate which would occur under natural conditions.

(c) Areas with slopes greater than **fifteen percent (15%)** are to be retained in permanent open space.

(2) **Floodplain Areas.** All lands classified as floodplain shall remain in permanent open space.

(3) **Forests.** No more than **twenty percent (20%)** of any forest shall be cleared or developed, and the remaining **eighty percent (80%)** shall be retained in permanent open space unless the county soil and water conservation service reviews and recommends more than **twenty percent (20%)** of the forest area to be cleared.

(4) **Waterways and Wetlands.**

(a) All ponds, wetlands, and watercourses shall be left in permanent open space, and no dredging, filling, or diversion of water shall be permitted.

(b) All ponds, wetlands, and watercourses are to be protected from erosion and sedimentation.

(5) **Scenic View Protected.** Scenic views from public highways or adjoining lands must be maintained.

(D) **Bulk Requirements.**

(1) **Lot Area.** Every RV shall be located on a lot having a minimum area of **one thousand five hundred (1,500) square feet**, except for a recreational vehicle with a gross floor area of more than **three hundred twenty (320) square feet**; then the minimum lot area is **six thousand (6,000) square feet**.

(2) **Required Separation of Vehicles and Structures.** Recreational vehicles shall be separated from neighboring units and from any

buildings or structures by at least **ten (10) feet** which shall be maintained unobstructed. Any accessory buildings shall be separated from RVs and all other buildings or structures by at least **twenty (20) feet** and shall be located no closer than **ten (10) feet** from any lot line.

- (3) **Recreational Areas.** A certain percentage of the gross acreage of a recreational vehicle park or campground may be provided for recreational use, generally provided in centralized locations or in areas with natural recreational amenities and shall include suitable landscaping.

(E) **Primitive/Group Camping.** Primitive/group camping is not permitted for recreational vehicle parks or campgrounds.

(F) **Daily Use.**

- (1) Daily use of the recreational vehicle or campground are subject to the following restrictions:

- (a) Daily use is limited to guests or visitors of registered campers only.
- (b) Daily users must register with the park management.
- (c) Picnicking is permitted as a daily use until sundown. Picnickers must register as daily users with the park management.

(G) **Minimum Development for Occupancy.** The minimum number of spaces completed and ready for occupancy before first occupancy is permitted shall be **twenty percent (20%)** of the total spaces proposed to be developed.

31-3-9 FIRES.

(A) Fires will be permitted only in facilities which have been provided for such purposes or where open fires are allowed.

(B) Fireplaces, fire pits, charcoal braziers, wood burning stoves, or other cooking facilities shall be located, constructed, maintained, and used to minimize fire hazard and smoke nuisance in the campground and the neighboring properties.

(C) No fire shall be abandoned, left unattended, or allowed to become a hazard to trees, vegetation, camping equipment, or adjacent campsites.

(D) Fires shall be completely extinguished before the campsite is vacated.

(E) No fuel shall be used and no material burned which emits dense smoke or objectionable odors.

31-3-10 RESPONSIBILITIES OF PARK MANAGEMENT.

(A) **Compliance with Provisions; Supervision.** The person to whom a permit for a recreational vehicle park or campground is issued shall operate the park in compliance with this Article and shall provide adequate supervision to maintain the park, its facilities, and equipment in good repair and in a clean, sanitary condition.

(B) **Information to Registrant.** The park management shall give to each park registrant a copy of this Section and **Section 31-3-11**, "Responsibilities of Park Users," of this Article, for his or her inspection and may offer other applicable provisions of this Article.

(C) **Register Kept.** The park management shall maintain a register containing the names, addresses, make of car, and license plate number of all campers and daily users. Such register shall be available to any authorized person inspecting the park.

(D) **Noise Control.** The park management shall be responsible for controlling noise within the park to levels which do not exceed the state EPA rules and regulations. Quiet time shall be observed from **ten o'clock (10:00) P.M. to seven o'clock (7:00) A.M. (Ord. No. 2021-26)**

(E) **Pets.** The park management shall adopt and enforce regulations prohibiting campers' and daily users' pets from running at large, committing a nuisance, or otherwise disturbing other campers or residents in the City.

(F) **Lease or Rental of Vehicles Prohibited.** The park management shall not offer for lease or rent any recreational vehicle.

(G) **Restrictions on Use of Vehicles.**

(1) No RV shall be used for business purposes.

(2) No RV shall be used as a permanent place of abode or dwelling. Continuous occupancy is permitted for a maximum during of **one hundred eighty (180) days.**

31-3-11 RESPONSIBILITIES OF PARK USERS.

(A) **Compliance with Provisions; Clean, Sanitary Conditions.** The camper or picnicker shall comply with all applicable requirements of this Article and shall maintain his lot, its facilities, and equipment in good repair and in a clean and sanitary condition.

(B) **Proper Installation of Equipment and Utility Connections.** The camper shall be responsible for proper placement of his recreational vehicle on its stand and proper installation of any utility connections in accordance with the instructions of the park management.

(C) **Pets.** Pets, if permitted in the park, shall be prohibited from running at large or committing any nuisance.

(D) **Garbage and Refuse.** The camper or picnicker shall store and dispose of all his refuse and garbage in a clean, sanitary, and safe manner and in containers.

31-3-12 ACCESS FOR REPAIRS AND MAINTENANCE. It shall be the duty of every camper or picnicker in the park to give the owner thereof or his agent or employee access to any part of such recreational vehicle park at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this Article and to facilitate inspections.

31-3-13 INSPECTIONS.

(A) **Inspection Authorized.** The Zoning Administrator and/or Code Enforcement Officer is hereby authorized to make such inspections as are necessary to determine satisfactory compliance with this Article.

(B) **Entry Powers.**

(1) The Zoning Administrator and/or Code Enforcement Officer shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this Article.

(2) It shall be the duty of the park management to give the Zoning Administrator and/or Code Enforcement Officer free access to all lots and other areas at reasonable times for the purpose of inspection.

(C) **Inspection of Register.** The Zoning Administrator and/or Code Enforcement Officer shall have the power to inspect the register containing a record of all campers and picnickers of the park.

(Ord. No. 2022-19; 08-02-22)

CHAPTER 32 – STORMWATER RETENTION CODE

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CHAPTER 32

STORMWATER RETENTION CODE

ARTICLE I – GENERAL PROVISIONS

32-1-1 **PURPOSE AND APPLICABILITY.**

(A) The growth in and around the City, and the associated development and construction of buildings, paved surfaces, roads and other improvements has altered, in the past and continues to alter the natural flow of surface waters on the land within the City's corporate limits. Together with the construction of gutters, culverts, drains and channels for the carrying off of surface waters this has both increased the quantity of stormwater and amplified the peak flow rates of runoff, leading to present and potential flooding of property and homes, dangerous flows within and over public roadways and streets, and soil and channel erosion.

(B) It is the intention of the City Council to protect the health and safety of the citizens and visitors of the community and to prevent damage to private property and public facilities through the proper design and construction of both on-site and regional stormwater detention facilities that prevent or adequately reduce increases in peak flow rates of runoff that may otherwise increase the risk of flooding and associated risk of public endangerment, property damage and erosion.

(C) It is the intention of the City Council, through this Code, to establish a stormwater detention pond program for the design and construction of stormwater detention facilities in order to provide practical, cost-effective protection from flooding.

(D) The purposes of this Code are:

- (1) to protect the health and safety of the citizens and visitors to the community; and
- (2) to prevent damage to private property and public facilities through the installation and use of temporary and permanent erosion control practices that prevent or adequately reduce increases in erosion and siltation which otherwise increase the risk of flooding, and the associated risk of public endangerment and property damage.

(E) This Code shall apply to all property within the corporate City limits.

(F) **Section 32-1-2(B)** of this Code shall not apply to:

- (1) Single family or duplex residential lots of subdivisions approved prior to the adoption of this Code, unless specifically required by prior agreement between the City and the owners or developers of such subdivision, nor to new one- or two-lot subdivisions for single family or duplex residential lots. This Code is intended to be implemented for entire subdivisions at the time of platting and construction of street and drainage improvements.
- (2) Residential lots in the non-subdivided areas that create no more impervious ground cover than **twenty percent (20%)** of the gross lot surface area, exclusive of any area within the **one hundred (100) year** flood plain. A diagram of the referenced 100-year flood plain, **Exhibit "B"** is located at City Hall and is incorporated herein in its entirety by reference.

32-1-2 **STANDARDS AND REQUIREMENTS FOR STORMWATER DETENTION.**

(A) It is prohibited to place fill material, or construct impervious cover, or construct or place any other structure on such person's property or perform any excavation or grading in a manner which alters the flow of surface water across said property in a way which damages any adjacent property.

(B) No final subdivision plat, subdivision construction plan, or site plan shall be approved by the City unless it can be demonstrated by the owner or developer of such property that the

proposed development will not result in damage to any adjacent or downstream property. This will be certified by a professional engineer's submittal of sufficient data and calculations.

(C) The above requirement shall be accomplished through the design and construction of an on-site stormwater detention facility, or facilities, by the landowner or developer which limits the peak flood flows from the proposed development to the existing peak flood flows from the subject tract.

(D) Acceptance of requests from the landowner or developer to meet the stormwater detention requirements through measures listed in paragraph (A), (B) and (C) above is solely at the discretion of the City and shall not relieve the owner of responsibility under civil law to adjacent and downstream properties.

(E) Acceptance by the City of on-site stormwater detention plans will be based on the suitability and adequacy of the engineering and technical design of the proposed stormwater detention facility, as described in **Section 32-1-3** below.

32-1-3 APPLICATION STANDARDS FOR APPROVAL.

(A) A Registered Professional Engineer, licensed in the State of Illinois and qualified and experienced in the design and operation of stormwater detention ponds and related stormwater management facilities, shall perform the hydraulic and structural design of stormwater detention ponds and related stormwater management facilities, including the development of engineering and technical information required for evaluation by the City.

(B) All design and technical information necessary to thoroughly evaluate the suitability and adequacy of the engineering and technical design of proposed on-site stormwater detention facilities and, if proposed, off-site facilities, shall be provided to the City for review. All detention and runoff calculations, including computer model simulations, if used, shall be provided.

(C) All on-site stormwater detention facilities shall be designed to adequately and safely pass all stormwater inflows, including flood flows and runoff from upstream and adjacent properties that have natural and/or existing overland flows toward and onto the subject tract. The on-site stormwater detention facilities should not impound stormwater onto or cause backwater to inundate any upstream or adjacent properties in excess of existing conditions.

(D) On-site stormwater detention facilities shall not be placed such that they encroach into the regulatory 100-year floodplain as established by the City, and/or the Federal Emergency Management Agency, unless it can be satisfactorily demonstrated to the City through the use of hydraulic modeling that such encroachment will not cause any rise in the 100-year flood level on other off-site properties or that the increase in the 100-year flood level caused by such encroachment will occur entirely onsite on the owner's or developer's property.

(E) Additional engineering and technical rules and guidance with respect to the application and review of the stormwater detention requirements of this Code may be provided by the City.

32-1-4 PLANNING AND DESIGN DRAINAGE. The City has developed stormwater detention rules and regulations as detailed in **Exhibit "A"** attached hereto.

(Ord. No. 2021-16; 08-03-21)

EXHIBIT "A"

PLANNING AND DESIGN DRAINAGE CRITERIA

- A. General. The Drainage Criteria included in this Section are for the purpose of providing a set of guidelines for planning and designing storm drainage facilities in the City. These criteria will be used by the City Departments, consulting engineers employed by the City, and engineers for private developments in the City.
- B. Rational Method for Peak Storm Flows. The formula to be used for calculating peak storm flows for drainage areas less than 200 acres shall be the Rational Method, in which:

$$Q = CIA, \text{ where}$$

- Q - is the peak storm flow at a given point in cubic feet per second (cfs)
C - is the runoff coefficient that is equal to the ratio that the peak rate of runoff bears to the average rate (intensity of rainfall;
I - is the average intensity of rainfall in inches per hour for a storm duration equal to the time of travel for runoff to flow from the farthest point of the drainage area to the design point in question;
A - is the drainage area tributary to the design point, in acres.

NOTE: For drainage areas greater than 200 acres, peak storm flows shall be determined based on a flow routing analysis using detailed hydrographs such as the Soil Conservation Service hydrologic methods that are available in such computer programs as TR-20, HEC-1, etc.

- C. Runoff Coefficient. The runoff coefficient (C) shall consider the slope of the terrain, the character of the land use, the length of overland flow and the imperviousness of the drainage area and shall be determined based on ultimate land development. The runoff coefficient for the appropriate land use shall be as follows;

Commercial	0.90
Industrial	0.70
Single Family Residential	0.55
Multi-Family	0.75
Parks and Open Space	0.35
Schools, Churches, etc.	0.75

- D. Rainfall Intensity-Frequency. The rainfall intensity-frequency curves which are shown from data provided by the Illinois Department of Transportation.
The intensity (I) in the formula $Q=CIA$, is determined from the curves by arriving at a time of concentration for the subject drainage area and adapting a storm frequency upon which to base the design of drainage improvements.

1. Time of Concentration. The time of concentration, which is the longest time of travel for runoff to flow from any point of the subject drainage area to the design point, consists of the time required for runoff to flow overland plus the time required to flow in a street gutter, storm drain, open channel or other conveyance facility. A minimum time of concentration of fifteen (15) minutes shall be used for Single Family Residential Parks and Open Space areas and a minimum time of concentration of ten (10) minutes shall be used for Commercial, Industrial, Multi-Family Residential, School and Church areas.
2. Storm Frequency. Required design storm frequencies for storm drainage improvements in the City are shown in the following table:

STORMWATER RETENTION CODE EXHIBIT "A"

Type of Design Frequency Facility	(Years)
*Storm Sewer Systems	25
*Culverts, Bridges, Channels, and Creeks	100

*The drainage system shall be designed to carry those flows greater than the 25-year frequency up to and including a 100-year frequency within defined rights-of-way or drainage easements.

- E. Area. The drainage area used in determining peak storm flows shall be calculated by subdividing a map into the watersheds within the basin contributing stormwater runoff to the system. Areas shall be determined by plan metering or digitizing.
- F. Stormwater Detention Pond Design. The basic concept underlying the use of stormwater detention pond (SDP) involves providing temporary storage of stormwater runoff so that peak rates of runoff can be reduced. Runoff is released from storage at a controlled rate which cannot exceed the capacities of the existing downstream drainage systems or the predeveloped peak runoff rate of the site, whichever is less.
- Stormwater detention ponds may be of two (2) basic types: On-site and Regional. In general, on-site ponds are those which are located off-channel and provide stormwater detention for a particular project of development. Regional ponds are designed to provide stormwater detention in conjunction with other improvements on a watershed-wide basis. The performance and safety criteria in this Section apply to all ponds which provide management of peak rates of stormwater runoff, regardless of type.

PERFORMANCE CRITERIA FOR ON-SITE SDP's

1. On-site SDP's are further classified as either small or large, as follows:

<u>ON-SITE SDP POND CLASS</u>	<u>DRAINAGE AREA</u>
Small	<25 acres
Large	25-64 acres

For design purposes, any pond with a drainage area larger than 64 acres shall be classified as a regional pond.

2. On-site SDP ponds shall be designed to reduce post-development peak rate of discharge to existing pre-development peak rates of discharge for the 10 and 100-year storm events at each point of discharge from the project or development site. In addition, the capacity of the existing downstream systems must be considered in determining the need for managing the 100-year storm event. For the post-development hydrologic analysis, any off-site areas which drain to the pond shall be assumed to remain in the existing developed condition.
3. A Modified Rational Method (MRM) may be used for the design of small on-site ponds only. The maximum contributing drainage area to a pond designed with the MRM is 10 acres when using this equation.

SAFETY CRITERIA FOR SDP's

All ponds shall meet or exceed all specified safety criteria. Use of these criteria shall in no way relieve the engineer of the responsibility for the adequacy and safety of all aspects of the design of the SDP.

STORMWATER RETENTION CODE EXHIBIT "A"

1. The spillway, embankment, and appurtenant structures shall be designed to safely pass the design storm hydrograph with the freeboard shown in the table below. All contributing drainage areas, including on-site and off-site area, shall be assumed to be fully developed. Any orifice with a dimension smaller than or equal to eight (8) inches shall be assumed to be fully blocked.

<u>DETENTION POND CLASS</u>		<u>DESIGN STORM EVENT</u>	<u>FREEBOARD TO TOP OF EMBANKMENT, FT.</u>
On-site:	Small	100-year	1.0'
	Large	100-year	1.0'

2. All SDP's (except small on-site ponds) shall be designed using a hydrograph routing methodology. A Modified Rational Method may be used only for contributing drainage areas less than ten (10) acres.
3. The minimum embankment top width of earthen embankments shall be as follows:

<u>TOTAL HEIGHT OF EMBANKMENT, FT.</u>	<u>MINIMUM TOP WIDTH, FT.</u>
0-6	4
6-10	6
10-15	8
15-20	10
20-25	12
25-35	15

4. The constructed height of an earthen embankment shall be equal to the design height plus the amount necessary to ensure that the design height will be maintained once all settlement has taken place.
This amount shall in no case be less than five percent (5%) of the total fill height. All earthen embankments shall be compacted to 95% of maximum density.
5. Earthen embankment side slopes shall be no steeper than four (4) horizontal to one (1) vertical. Slopes must be designed to resist erosion, to be stable in all conditions and to be easily maintained. Earthen side slopes for regional facilities shall be designed on the basis of appropriate geotechnical analyses.
6. Detailed hydraulic design calculation shall be provided for all SDP's. Stage-discharge rating data shall be presented in tabular form with all discharge components, such as orifice, weir, and outlet conduit flows, clearly indicated. A stage-storage table shall also be provided.
7. When designing SDP's in a series (i.e., when the discharge of one pond becomes the inflow to another), the engineer must submit a hydrologic analysis which demonstrates the system's adequacy. This analysis must incorporate the development of hydrographs for all inflow and outflow components.
8. No outlet structures from SDP's, parking detention, or other concentrating structures shall be designed to discharge concentrated flow directly onto arterial or collector streets. Such discharges shall be conveyed by a closed conduit to the nearest existing storm sewer. If there is no existing storm sewer within 300 feet, the outlet design shall provide for a change in the discharge pattern from concentrated flow back to sheet flow, following as near as possible the direction of the gutter.
9. Stormwater runoff may be detained within parking lots. However, the engineer should be aware of the inconvenience to both pedestrians and traffic. The location of ponding areas in the parking lot should be planned so that this condition is minimized. Stormwater ponding depths (for the 100-year storm) in parking lots are limited to an average of six (6) inches with a maximum of eight (8) inches.

10. All pipes discharging into a public storm sewer system shall have a minimum diameter of twelve (12) inches. In all cases, ease of maintenance and/or repair must be assured.
11. All concentrated flows into a SDP shall be collected and conveyed into the pond in such a way as to prevent erosion of the side slopes. All outfalls into the pond shall be designed to be stable and non-erosive.

OUTLET STRUCTURE DESIGN

There are two (2) basic types of outlet control structures; those incorporating orifice flow and those incorporating weir flow. Weir flow is additionally broken down into two (2) categories: rectangular and V-notch. In each type, the bottom edge of the weir over which the water flows is called the crest. Sharp-crested and broad-crested weirs are the most common types.

Generally, if the crest thickness is more than 60% of the nappe thickness, the weir should be considered broad-crested. The coefficients for sharp-crested and broad-crested weirs vary.

DETENTION POND STORAGE DETERMINATION

The method to be used for determining detention pond volume requirements is governed initially by the size of the total contributing drainage area to the pond.

For contributing areas up to ten (10) acres, a Modified Rational Method (MRM) may be used. For contributing areas greater than ten (10) acres, a flow routine analysis using detailed hydrographs must be applied. The Soil Conservation Service hydrologic methods (available in TR-20, HEC-1) can be used. The engineer may use other methods but must have their acceptability approved by the City. These methods may also be used for the smaller areas. The most noticeable difference between the two (2) methods is that the MRM is essentially an approximation of the dynamic routing procedures used in the flow routing analysis using detailed hydrographs. The MRM is also limited in application by the restrictions and assumptions associated with the Rational Method.

MODIFIED RATIONAL METHOD (MRM)

The MRM is derived from the Rational Method previously described in Section B. This procedure determines the critical storm duration which produces the largest pond storage requirement with respect to the release rate values established for the pond. These release rates can be derived either from pre-development conditions or from specified allowable release rate criteria. In addition to the general criteria stated previously, the following MRM criteria must also be followed:

1. Maximum contributing area to the pond is ten (10) acres.
2. All off-site flows must be diverted around the pond.
3. Pond outflows calculated by the MRM may not be used as inflows to another pond (i.e., cascaded ponds cannot be analyzed by the MRM).
4. If the critical storm duration produces a peak flow less than the allowable peak release rate, the storm duration to be used in all subsequent calculation shall be that which produces a peak flow equal to the allowable peak release rate.
5. On-site flows which do not enter a pond are referred to as "bypass" flow. All such flows must be subtracted from the allowable peak flow release rate for the development.
6. Only single-storm events can be analyzed with the MRM.

The MRM is based on the same assumptions as the Rational Method. The most significant assumption is that the period of rainfall intensity averaging is equal to the duration of the storm. This means that the rainfall and corresponding runoff which occurs either before or after that averaging period are not considered in the storage calculations. Comparison of storage volumes calculated by the MRM with volumes calculated by the Hydrograph Method suggests that

significant underestimation of required storage volumes may result for areas larger than a few acres. This appears to be a direct result of the assumption just stated. Therefore, a volume adjustment factor is always applied to the storage calculated by this procedure.

The MRM also assumes that the outflow hydrograph can be approximated by either a triangular or trapezoidal shape. If the rainfall duration is greater than t_c then the approximate shape of the hydrograph is a trapezoid. If the rainfall duration is equal to the t_c then the approximate hydrograph is a triangle. This assumption is equivalent to assuming that the effective contributing drainage area increases linearly with time. In other words, there is a linear area-time relationship for the contributing drainage area. If the actual relationship differs significantly from this assumption (e.g., a preponderance of either quickly-arriving or greatly-delayed flows), the pond could be significantly oversized and undersized.

The MRM was originally designed as a graphical procedure and is still widely used and accepted in that format for storage volume calculations.

DETENTION POND MAINTENANCE AND EQUIPMENT ACCESS REQUIREMENTS

1. Silt shall be removed, and the pond returned to original lines and grades when standing water conditions occur or the pond storage volume is reduced by more than 10%.
2. To limit erosion, no unvegetated area shall exceed 10 sq. ft. in extent.
3. Accumulated paper, trash and debris shall be removed every six (6) months or as necessary to maintain proper operation.
4. Ponds shall be mowed annually between the months of June and September.
5. Corrective maintenance is required any time a dry pond does not drain completely within 60 hours of cessation of inflow (i.e., no standing water is allowed).
6. Structural integrity of pond embankments shall be maintained at all times.

CERTIFICATIONS REQUIRED

After completion of the project and before final approval and acceptance can be made, as "As Built" set of plans prepared and certified by a professional engineer shall be submitted to the Council for review. These plans shall include all pertinent data relevant to the completed storm drainage system and shall include:

1. Pipe size and pipe material.
2. Invert elevations.
3. Top rim elevations.
4. Lengths of all pipe structures.
5. Data and calculations showing detention basin storage volume.
6. Certified statement on plans stating the completed storm drainage system substantially complies with construction plans as approved by the Council.

All such submitted plans shall be reviewed for compliance by the Engineer or other City designee. Upon approval of the submitted plans, such approval shall be evidenced in writing to the person submitting the plans.

CHAPTER 33 – STREET REGULATIONS

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CHAPTER 33

STREET REGULATIONS

ARTICLE I – DEPARTMENT OF PUBLIC IMPROVEMENTS ESTABLISHED

33-1-1 DEPARTMENT ESTABLISHED. There is hereby established a Department of the Municipal Government which shall be known as the Department of Streets and Public Improvements. It shall embrace the Public Works Manager or his designated representatives. Whenever the term "Commissioner" is used it shall include his designated representative where applicable.

ARTICLE II - GENERAL REGULATIONS

33-2-1 UNDERMINING. No person shall undermine in any manner, any street or any other ground or real estate situated in the City or belonging to any private person.

33-2-2 OPEN DOORS. No person shall open or allow to remain open, any door, any gate, or the grating of any vault belonging to the premises occupied by him, on any street, alley or sidewalk in the City for any purpose, except the taking in and removing goods; and any person allowing such grating to remain open shall warn passersby of the danger.

33-2-3 REPAIRING SIDEWALKS, ETC. Whenever any sidewalk, pavement, or cellar door on the same becomes worn out or out of repair, or is torn up or broken and uneven, it shall be the duty of the Public Works Manager to give notice to the party owning the adjoining property to repair such sidewalk or cellar door without delay.

33-2-4 STAIRWAY - RAILING. Steps or stairways leading into any building shall not extend from the wall of such building onto any pavement or sidewalk, and in such case, the person making or causing to be made such passage shall erect a railing on the side of the stairs toward the street to prevent persons from falling into the street.

33-2-5 CLOSING STREET. Whenever public safety or the improvement or repair of any street, alley or public place requires it, the Public Works Manager may order any street, alley, or public place temporarily closed to traffic and the placing of signs indicating that the street, alley or public place is closed by order of the Public Works Manager. Whenever such signs are so placed, no person shall ride or drive upon or cross such street, alley or public place, or in any manner, destroy, deface, or remove any such sign.

33-2-6 SIGNS ACROSS STREET. No person shall place any sign, advertisement or banner over any or across any street, alley or sidewalk in the City, unless he has written approval of the City Council. **(See 65 ILCS 5/11-80-17)**

33-2-7 VEHICLES AND SKATEBOARDS ON SIDEWALKS. No person shall operate any skateboard, scooter or motor vehicle on or over any sidewalk, except in crossing the same to go into a yard or parking lot.

33-2-8 DEPOSITS ON SIDEWALKS. It shall be unlawful to deposit on any public sidewalk, any material which may be harmful to the pavement thereof, or any waste material, or any glass or other articles which might cause injury to persons, animals or property.

Merchandise or other articles may be deposited on sidewalks preparatory to delivery, provided that the usable width is not thereby reduced to less than **four (4) feet**; and provided that no such article shall remain on such walk for more than **thirty (30) minutes**.

33-2-9 OBSTRUCTING STREET.

(A) It shall be unlawful to deposit any material on any street which may be harmful to the pavement thereof, or any waste material, or any grass clippings, or to cause a lawn mower to blow grass clippings onto a street or any other articles such as glass which may cause injury to any person, animal or property.

(B) No person shall place or cause to be placed or erected on any public ground, or in any public street, alley or sidewalk in the City, any debris, materials, or obstruction, except as may be permitted by this Code.

(C) It shall be the duty of the Police Department to exercise a vigilant supervision over such places and to notify any person found making such deposit or responsible for same to remove the offending matter at once. **(See 65 ILCS 5/11-80-3)**

33-2-10 RAINWATER DRAINS. It shall be unlawful to construct or permit the construction of any storm water drain or any drainage pipe in either a natural or man-made ditch without having first obtained a permit therefor. Applications for such permits shall be made to the City Clerk and shall be accompanied by a statement as to the purpose of such drainage pipe, the premises to be served and the specification of such pipe to be installed. Such application shall be referred to the Public Works Manager and no such permit shall be issued unless he shall have found that the City Code would be complied with by the installation of such storm water drain or drainage pipe and, that the installation of such storm water drain or drainage pipe would not interfere with, overload, obstruct or otherwise adversely affect the existing storm water drainage system within the City.

It shall be unlawful to construct or permit the construction of any storm water drain which discharges water onto any sidewalk in the City and it shall be unlawful to construct or permit the maintenance of any such drain which discharges into any public street or alley at a height greater than **eighteen (18) inches** above the ground or pavement.

33-2-11 BUILDING MATERIALS IN STREET. The Public Works Manager may move any obstruction on any street or sidewalk of the City, but before doing so, he shall notify the person responsible therefore to remove such obstruction within a reasonable time after being notified. Any person engaged in erecting a building or fence or improving any lot on such street may deposit materials thereon and contiguous to such length of time as may be necessary for the work. The obstruction shall not extend to more than **one-half (1/2)** of the width of the sidewalk, street, or alley adjacent to such improvement and the gutter shall always be left free and unobstructed. At night, such person shall keep an illuminated warning light on such material. **(See 65 ILCS 5/11-80-3)**

33-2-12 MERCHANDISE ON PUBLIC STREET. It shall be unlawful for any person, firm or corporation to use any street, sidewalk, or other public place as space for the display of goods or merchandise for sale; or to write or make any signs or advertisements on any such pavements, unless permission is granted by the City Council. **(See 65 ILCS 5/11-80-3)**

33-2-13 ENCROACHMENTS. It shall be unlawful to erect or maintain any building or structure which encroaches upon any public street or property.

33-2-14 POSTING BILLS. It shall be unlawful for any person to paste, paint, print or nail any handbill, sign, poster, advertisement or notice of any kind on any curbstone, flagstone, or any other portion or part of any sidewalk, or upon any tree, lamppost, utility pole, hydrant, or upon any private wall, door or gate without the consent, in writing, of the owner of such curbstone, flagstone, sidewalk, tree, lamppost, utility pole, hydrant, private wall, door or gate.

33-2-15 SIGNS ON POLES. No person shall nail, tack, paste, paint or fasten, or cause to be nailed, tacked, painted or fastened, any sign or any other foreign substance or material onto any telephone, telegraph, electric light, police and/or fire alarm pole or post, or any street or traffic sign located on any sidewalk, street, alley or public grounds or injure or deface any such pole or post.

33-2-16 INJURY TO NEW PAVEMENTS. It shall be unlawful to walk upon or drive any vehicle or animal upon or destroy any newly laid sidewalk pavement while the same is guarded by a warning sign or barricade, or to knowingly injure any soft, newly laid pavement.

33-2-17 BARBED-WIRE FENCES. It shall be unlawful to maintain or construct any fence composed in whole or in part of barbed wire, or with any similar material designated to cause injury to persons, or any wire charged with electrical current, anywhere in the City limits. **(See also Chapter 40 - Zoning)**

33-2-18 BURNING ON PUBLIC STREETS. It shall be unlawful for any person to burn any leaves, paper, rubbish or other substances upon any of the public streets, sidewalks or alleys in the City.

33-2-19 CUT GRASS, LEAVES ONTO STREETS.
(A) It shall be prohibited to discharge cut grass, leaves, limbs, or debris onto public rights-of-way and streets in the City.

(B) Violator(s) shall also be responsible for the cost of any clean-up that is done by the City, its agents or assigns, as well as any and all reasonable attorney's fees, costs and/or expenses which may be incurred by the City in the prosecution of any citations issued pursuant to this Section.

(Ord. No. 2013-11; 12-04-13) (See Section 1-1-20 for penalties)

ARTICLE III - TREES AND SHRUBS

33-3-1 PLANTING. It shall be unlawful to plant any tree or bush in any public street or parkway or other public place without having first secured a permit, therefore. Applications for such permits shall be made to the Public Works Manager and shall be referred by him to the City Council. All trees and shrubs so planted shall be placed subject to the directions and approval of the City Council.

33-3-2 PLANTING TREES IN RIGHT-OF-WAY. It shall be unlawful to plant any bushes, trees, shrubs or other plants on the right-of-way of any public street, including the space on the right-of-way between the sidewalk and the adjacent street pavement.

33-3-3 REMOVAL. It shall be unlawful to remove or cut down any tree or shrub or portion thereof in any street, parkway or other public place without having first secured a permit, therefore. Applications for such permits shall be made to the Public Works Manager and shall be referred by him to the City Council before permission shall be granted.

33-3-4 INJURY. It shall be unlawful to injure any tree or shrub planted in such public place.

33-3-5 ADVERTISEMENTS OR NOTICES. It shall be unlawful to attach any sign, advertisement or notice to any tree or shrub in any street, parkway, or other public place.

33-3-6 DANGEROUS TREES. Any tree or shrub which overhangs any sidewalk, street or other public place in the municipality at a height less than **eight (8) feet** or in such a way as to impede or interfere with traffic or travel on such public place shall be trimmed by the owner of the abutting premises or of the premises on which such tree or shrub grows so that the obstruction shall cease.

Any tree or limb of a tree which has become likely to fall on or across any public way or place shall be removed by the owner of the premises on which such tree grows or stands.

The Public Works Manager may, at the owner's expense, trim or remove any tree or shrub so that the obstruction or danger to traffic or passage shall be done away with.

33-3-7 WIRES. It shall be unlawful to attach any wires or rope to any tree or shrub in any public street, parkway or other public place without the permission of the City Council.

Any person or company given the right to maintain the poles and wires in the streets, alleys, or other public places in the municipality shall, in the absence of provision in the franchise concerning the subject, keep such wires and poles free from and away from any trees or shrubs in such places so far as may be possible and shall keep all such trees and shrubs properly trimmed, subject to the supervision of the Public Works Manager so that no injury shall be done either to the poles or wires or the shrubs and trees by their conduct.

ARTICLE IV - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY**33-4-1 PURPOSE AND SCOPE.**

(A) **Purpose.** The purpose of this Article 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 Article, the City intends to exercise its authority over the rights-of-way in the City and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

- (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (3) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in rights-of-way or public property;
- (4) protect against environmental damage, including damage to trees, from the installation of utility facilities;
- (5) protect against increased 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 Article.** This Article 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 Article 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 Article.

(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 Article 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 or Chapters.** This Article supersedes all Articles or Chapters, or parts of Articles or 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 Article, the utility shall comply with the requirements of this Article 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 Article and may vary the standards, conditions, and requirements expressed in this Article 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.

33-4-2 DEFINITIONS. As used in this Article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this Section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code. § 520.30, 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 Article.

"ASTM": American Society for Testing 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 Anna.

"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.

"Conductor": Wire carrying electric 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 Article, any work that obstructs the right-of-way or causes a material adverse affect 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 of the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

"Encasement": Provision of a protective casing.

"Engineer": The City Engineer or his or her designee.

"Equipment": Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

"Excavation": The making of a hole or cavity by removing material or laying bare by digging.

"Extra Heavy Pipe": Pipe meeting ASTM standards for this pipe designation.

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

"Freestanding Facility": A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

"Frontage Road": Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access on 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 Public Works Manager 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, 605 ILCS 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, alleys or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, sign, 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, 220 ILCS 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 **Sections 33-4-4 and 33-4-5** of this Article.

"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 **thirty (30) days**.

"Public Entity": A legal entity that constitutes or is part of the government, whether at local, state or federal level.

"Public works Manager": The person responsible for enforcing the provisions of this Article.

"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 **Section 33-4-10**.

"Shoulder": A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

"Sound Engineering Judgment": A decision(s) consistent with generally accepted engineering principles, practices and experience.

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

"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 Section 21-201(v) of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 21-201(v).

"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.

33-4-3 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 Manager, 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 **twenty-four (24) hour** telephone number for each such person, and evidence of insurance as required in **Section 33-4-8** of this Article, in the form of a certificate of insurance.

33-4-4 PERMIT REQUIRED; APPLICATIONS AND FEES.

(A) **Permit Required.** No person shall construct (as defined in this Article) 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 Article), 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 Public Works Manager and obtaining a permit from the City therefor, except as otherwise provided in this Article.

No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

(B) **Permit Application.** All applications for permits pursuant to this Article shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

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

- (1) The utility's name and address and telephone and telecopy numbers;
- (2) The applicant's name and address, if different than the utility, its telephone, telecopy number, e-mail address, and its interest in the work;
- (3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application.
- (4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
- (5) Evidence that the utility has placed on file with the City:
 - (a) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
 - (b) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Section unless the City finds that additional information or assurances are needed;

- (6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
- (7) Evidence of insurance as required in **Section 33-4-8** of this Article;
- (8) Evidence of posting of the security fund as required in **Section 33-4-10** of this Article;
- (9) Any request for a variance from one or more provisions of this Article (**See Section 33-4-21**); and
- (10) Such additional information as may be reasonably required by the City.

(D) **Supplemental Application Requirements for Specific Types of Utilities.**

In addition to the requirements of paragraph (C) of this Section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

- (1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
- (2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
- (3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;
- (4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control have been satisfied; or
- (5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

(E) **Applicant's Duty to Update Information.** Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the City within **thirty (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 Article shall be accompanied by a base fee in the amount of \$100.00. Additional application review costs will vary with the complexity of the project and will be determined on a case-by-case basis and shall be paid prior to issuance of final permit. 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.

33-4-5 ACTION ON PERMIT APPLICATIONS.

(A) **City Review of Permit Applications.** Completed permit applications, containing all required documentation, shall be examined by the Public Works Manager within a reasonable time after filing. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the Public Works Manager shall reject such application in writing, stating the reasons therefor. If the Public Works Manager is satisfied that the proposed work conforms to the requirements of this Article and all applicable ordinances, codes, laws, rules, and regulations, the Public Works Manager 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 Public Works Manager, that the construction proposed under the application shall be in full compliance with the requirements of this Article. This fee may be waived by the City.

(B)
Retailers.

Additional City Review of Applications of Telecommunications

- (1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the City that it intends to commence work governed by this Article 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 (10) days** prior to the commencement of work requiring no excavation and not less than **thirty (30) days** prior to the commencement of work requiring excavation. The Public Works Manager shall specify the portion of the right-of-way upon which the facility may be placed, used or constructed.
- (2) In the event that the Public Works Manager fails to provide such specification of location to the telecommunications retailer within either (a) **ten (10) 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) **twenty-five (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 Article.
- (3) Upon the provision of such specification by the City, where a permit is required for work pursuant to **Section 33-4-4** of this Article 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 paragraph (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 **forty-five (45) days** after submission to the City, unless otherwise acted upon by the City, provided the holder has complied with applicable City codes, ordinances, and regulations.

33-4-6

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 Article 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 public rights-of-way.

(B) **Duration.** No permit issued under this Article shall be valid for a period longer than **six (6) months** unless construction is actually begun within that period and is thereafter diligently pursued to completion.

(C) **Pre-Construction Meeting Required.** No construction shall begin pursuant to a permit issued under this Article 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.

33-4-7 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 **ninety (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 Article, it shall be treated as a request for variance in accordance with **Section 33-4-21** of this Article. 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.

33-4-8 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 paragraphs (1) and (2) below:

- (1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:
 - (a) **Five Million Dollars (\$5,000,000.00)** for bodily injury or death to each person;
 - (b) **Five Million Dollars (\$5,000,000.00)** for property damage resulting from any one accident; and
 - (c) **Five Million Dollars (\$5,000,000.00)** for all other types of liability;
- (2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of **One Million Dollars (\$1,000,000.00)** for personal injury and property damage for each accident;
- (3) Worker's compensation with statutory limits; and
- (4) Employer's liability insurance with limits of not less than **One Million Dollars (\$1,000,000.00)** 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 (10) 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 **thirty (30) days** after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew."

Within **ten (10) days** after receipt by the City of said notice, and in no event later than **ten (10) 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 paragraph (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 paragraph (A), or the requirements of paragraphs (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 paragraph (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 affected 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 rates "A-" or better and of a class size "X" or higher by A.M. Best Company.

33-4-9 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 Article 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 Article by the City, its officials, officers, employees, agents or representatives.

33-4-10 SECURITY.

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

- (1) The faithful performance by the permittee of all the requirements of this Article;
- (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 Article; 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 non-performance by permittee in violation of this Article including, without limitation, any damage to public property or restoration work the permittee is required by this Article 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 Article 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 paragraph shall, at a minimum:

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

(C) **Amount.** The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the Public Works Manager, and may also include reasonable, directly related costs that the City estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the City, with each phase consisting of construction of facilities in one location or 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 Public Works Manager may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this paragraph (C) for any single phase.

(D) **Withdrawals.** The City, upon **fourteen (14) days'** advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this paragraph, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the City for such amount within the **fourteen (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 Article that the City determines can be remedied by an expenditure of an amount in the Security Fund.

(E) **Replenishment.** Within **fourteen (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 paragraph (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 paragraph (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 Article 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 Article 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.

33-4-11 PERMIT SUSPENSION AND REVOCATION.

(A) **City Right to Revoke Permit.** The City may revoke or suspend a permit issued pursuant to this Article for one or more of the following reasons:

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Noncompliance with this Article;
- (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 Article stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this **Section 33-4-11**.

(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 (5) 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 (10) 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 paragraph.

(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 paragraph (A) of this Section.

(E) **Failure or Refusal of the Permittee to Comply.** If the permittee fails to comply with the provisions of paragraph (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 **twenty (20) days** notice to the permittee, remove the subject facilities or equipment; or
- (3) after not less than **thirty (30) days** notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the City. The permittee shall be liable in all events to the City for all costs of removal.

33-4-12 CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS.

(A) **Notification of Change.** A utility shall notify the City no less than **thirty (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 all applicable laws, ordinances, rules and regulations, including this Article, 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.

33-4-13 GENERAL CONSTRUCTION STANDARDS.

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

- (1) Standard Specifications for Road and Bridge Construction;
- (2) Supplemental Specifications and Recurring Special Provisions;
- (3) Highway Design Manual;
- (4) Highway Standards Manual;
- (5) Standard Specifications for Traffic Control Items;
- (6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545);
- (7) Flagger's Handbook; and
- (8) Work Site Protection Manual for Daylight Maintenance Operations.

(B) **Interpretation of Municipal Standards and Principles.** If a discrepancy exists between or among differing principles and standards required by this Article, the Public Works Manager shall determine, in the exercise of sound engineering judgment, which principles apply, and such decision shall be final. If requested, the Public Works Manager shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

33-4-14 TRAFFIC CONTROL.

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

(B) **Warning Signs, Protective Devices, and Flaggers.** The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting all applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the public 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 **forty-eight (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 **Section 33-4-20** of this Article, 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.

33-4-15 LOCATION OF FACILITIES.

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

- (1) **No Interference with City Facilities.** No utility facilities shall be placed in any location if the Public Works Manager determines that the proposed location will require the relocation or displacement of any of the City's utility facilities or will otherwise interfere with the operation or maintenance of any of the City's utility facilities.

- (2) **Minimum Interference and Impact.** The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.
- (3) **No Interference with Travel.** No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.
- (4) **No Limitations on Visibility.** No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.
- (5) **Size of Utility Facilities.** The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(B)

Parallel Facilities Located Within Highways.

- (1) **Overhead Parallel Facilities.** An overhead parallel facility may be located within the right-of-way lines of a highway only if:
 - (a) Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;
 - (b) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of **two (2) feet (0.6m)** behind the face of the curb, where available;
 - (c) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of **four (4) feet (1.2m)** 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 (1) foot (0.3m)** of the right-of-way line or as near as possible to the right-of-way line.
- (2) **Underground Parallel Facilities.** An underground parallel facility may be located within the right-of-way lines of a highway only if:
 - (a) The facility is located as near the right-of-way line as practicable and not more than **eight (8) 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 (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
 - (c) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than **five (5) feet (1.5m)** from the right-of-way line and any above-grounded appurtenance shall be located within **one (1) foot (0.3m)** of the right-of-way line or as near as practicable.

(C)

Facilities Crossing Highways.

- (1) **No Future Disruption.** The construction and design of crossing facilities installed between the ditch lines or curb lines of City highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
- (2) **Cattle Passes, Culverts, or Drainage Facilities.** Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

- (3) **90 Degree Crossing Required.** Crossing facilities shall cross at or as near to a **ninety (90) degree** angle to the centerline as practicable.
- (4) **Overhead Power or Communication Facility.** An overhead power or communication facility may cross a highway only if:
 - (a) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);
 - (b) Poles are located within **one (1) foot (0.3m)** of the right-of-way line of the highway and outside of the clear zone; and
 - (c) Overhead crossings at major intersections are avoided.
- (5) **Underground Power or Communication Facility.** An underground power or communication facility may cross a highway only if:
 - (a) The design materials and construction methods will provide maximum maintenance-free service life; and
 - (b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
- (6) **Markers.** The City may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. §192.707 (1989)).

(D) **Facilities to be Located Within Particular Rights-of-Way.** The City may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

(E) **Freestanding Facilities.**

- (1) The City may restrict the location and size of any freestanding facility located within a right-of-way.
- (2) The City may require any freestanding facility located within a right-of-way to be screened from view.

(F) **Facilities Installed Above Ground.** Above ground facilities may be installed only if:

- (1) No other existing facilities in the area are located underground;
- (2) New underground installation is not technically feasible; and
- (3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged.

(G) **Facility Attachments to Bridges or Roadway Structures.**

- (1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports, and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
- (2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an

application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

- (a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
- (b) The type, length, value, and relative importance of the highway structure in the transportation system;
- (c) The alternative routings available to the utility and their comparative practicability;
- (d) The proposed method of attachment;
- (e) The ability of the structure to bear the increased load of the proposed facility;
- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk involved.

(H)

Appearance Standards.

- (1) The City may prohibit the installation of facilities in particular locations in order to preserve visual quality.
- (2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

33-4-16

(A)

Methods.

CONSTRUCTION METHODS AND MATERIALS.

Standards and Requirements for Particular Types of Construction

(1) **Boring or Jacking.**

- (a) **Pits and Shoring.** Boring and jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Public Works Manager from the edge of the pavement. Pits for boring or jacking shall be excavated no more than **forty-eight (48) hours** in advance of boring or jacking operations and backfilled within **forty-eight (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 (6) Inches.** Borings over **six (6) inches (0.15m)** 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 (1) inch (25mm)**.
- (d) **Borings with Diameters Six (6) Inches or Less.** Borings of **six (6) 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 designed by the City to be preserved 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 IDOT's "Standard Specifications for Road and Bridge Construction".
 - (a) **Length.** The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Public Works Manager.
 - (b) **Open Trench and Excavated Material.** Open trench and wind rowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for wind rowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
 - (c) **Drip Line of Trees.** The utility shall not trench within the drip line of any tree designated by the City to be preserved.
- (3) **Backfilling.**
 - (a) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction". When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
 - (b) For a period of **three (3) 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 Manager, 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 Manager.
- (4) **Pavement Cuts.** Pavement cuts for facility installation or repair shall be discouraged but may be permitted only upon location specific approval by the Public Works Manager and only if that portion of the roadway is closed to traffic.
 - (a) Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the Public Works Manager.
 - (b) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the City.
 - (c) All saw cuts shall be full depth.
 - (d) For all rights-of-way which have been reconstructed with a concrete surface/base in the last **seven (7) years** or resurfaced

in the last **three (3) 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 (1) foot (0.3m)** 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:
 - (i) extra heavy pipe is used that precludes future maintenance or repair and
 - (ii) 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 (0.8m)
Communication, Cable or Video Service Lines	18 to 24 inches (0.6m, as Determined by City)
Gas or Petroleum Products	30 inches (0.8m)
Water Line	Sufficient Cover to Provide Freeze Protection
Sanitary Sewer, Storm Sewer, Or Drainage Line	Sufficient Cover to Provide Freeze Protection

(B)

Standards and Requirements for Particular Types of Facilities.**(1) Electric Power or Communication Lines.**

- (a) **Code Compliance.** Electric power or communications facilities within City rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code 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.**
 - (i) 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.
 - (ii) 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.
 - (iii) Cable shall be grounded in accordance with the National Electrical Safety Code.
 - (iv) **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 (10) 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 (1) foot (305mm)** 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 Manager, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

(C)

Materials.

- (1) **General Standards.** The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standard 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 Public Works Manager. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the City.
- (3) **Hazardous Materials.** The plans submitted by the utility to the City shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(D)

Operational Restrictions.

- (1) Construction operations on rights-of-way may, at the discretion of the City, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.
- (2) These restrictions may be waived by the Public Works Manager when emergency work is required to restore vital utility services.

- (3) Unless otherwise permitted by the City, the hours of construction are from **6:00 A.M. to 6:00 P.M.**

(E) **Location of Existing Facilities.** Any utility proposing to construct facilities in the City shall contact J.U.L.I.E. and ascertain the presence and location of existing above ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The City will make its permit record 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 **forty-eight (48) hours**, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)

33-4-17 VEGETATION CONTROL.

(A) **Electric Utilities - Compliance with State Laws and Regulations.** An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the City as permitted by law.

(B) **Other Utilities - Tree Trimming Permit Required.** Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing the 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 Article.

- (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.

(B) **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.

(C) **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 Manager that such spraying is the only practicable method of vegetation control.

33-4-18 REMOVAL, RELOCATION, OR MODIFICATION OF UTILITY FACILITIES.

(A) **Notice.** Within **ninety (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 **thirty (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 Article; 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 **ninety (90) days**. Following receipt of such notice the City may direct the utility to remove all or any portion of the facility if the Public Works Manager 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.

33-4-19 CLEANUP AND RESTORATION. The utility shall remove all excess material and restore all turf and terrain and other property within **ten (10) 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 Public Works Manager. 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 Public Works Manager for good cause shown.

33-4-20 MAINTENANCE AND EMERGENCY MAINTENANCE.

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

(B) **Emergency Maintenance Procedures.** Emergencies may justify noncompliance with normal procedures for securing a permit:

- (1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flags. 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 Public Works Manager 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 **forty-eight (48) hours** after an emergency repair.

33-4-21 VARIANCES.

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

(B) **Authority to Grant Variances.** The Public Works Manager shall decide whether a variance is authorized for each provision of this Article identified in the variance request on an individual basis.

(C) **Conditions for Granting of Variance.** The Public Works Manager 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 Public Works Manager may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Article, but which carry out the purposes of this Article.

(E) **Right to Appeal.** Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the Public Works Manager under the provisions of this Article 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 **thirty (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 (7) days** after the filing of the appeal. The City Council shall timely decide the appeal.

33-4-22 PENALTIES. Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Article 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 Article. 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.

33-4-23 ENFORCEMENT. Nothing in this Article shall be construed as limiting any additional or further remedies that the City may have for enforcement of this Article.

ARTICLE V - STREET IMPROVEMENTS

33-5-1 SIDEWALKS.

(A) **Grade.** No sidewalk shall be built above or below the established grade of the City, and in all cases where no grade is established, any person building a sidewalk shall build the same according to the instructions of the Public Works Manager and the City Council.

(B) **Permit.** It shall be unlawful for any person, company, partnership, or individual to build, lay or construct any sidewalk along any property in the City, or along any of the streets, alleys, or public highways thereon, without first obtaining a permit from the City Clerk and permission of the City Council.

(C) **Public Works Manager.** All such structures or improvements made in the City shall be made under and through the cooperation and direction of the Public Works Manager of the City, duly authorized and empowered by the City Council thereof.

(D) **Request for New Sidewalks.** Any owner of property who desires new sidewalks constructed upon City property adjoining his premises, and who agrees to pay the cost of the material, the City shall provide the labor for the construction of the sidewalks, and the applicant shall file a written request with the City Clerk, giving the location of the property and the dimensions of the sidewalks requested. Upon approval of the request by the City Council, and the payment of the costs of the materials, the City shall construct the sidewalks.

(See 65 ILCS 5/11-80-13)

33-5-2 CURBS AND GUTTERS.

(A) **Request in Writing.** Any person owning property within the City who desires to have new curbs and gutters constructed, along with street adjoining his premises shall file a request with the Public Works Manager, giving the location of the property and the length of the curbs and gutters requested. All installations shall conform to the requirements of **Sec. 5/11-80-11 of Chapter 65 of the Illinois Compiled Statutes** and the **Environmental Barriers Act**.

(B) **Cost to Owner.** If the funds are available and the City Council approves the request, the property owner shall pay **one-half (1/2)** of the cost of the construction, including engineering fees, and thereafter, the curbs and gutters shall be maintained by the City.

(C) **Approval by City Council.** The approval of the request for construction of curbs and gutters by the City Council shall be dependent upon the approval of funds, priority of projects and continuity of construction for the best benefit of the City as determined by the City Council.

(D) **Subdivisions.** This Section is not applicable to new subdivisions. **(See 65 ILCS 5/11-80-11)**

33-5-3 STORM SEWERS.

(A) **Description of Storm Water Sewers.** Storm water sewers shall be any pipe or sewer used for the carrying of surface drains, ground waters, roof leaders, or storm waters, rain waters, or other waters other than sanitary sewage.

(B) **Supervision.** The Superintendent of the Water and Sewer Departments shall supervise all connections made to the public storm sewer system or excavations for the purposes of installing or repairing the same.

(C) **Permits.** Before any connection is made to the public storm water sewers, a permit shall be applied for and approved by the Public Works Manager or his designated representative.

(D) **Requirements: Use of Storm Water Sewers.** Where a storm water sewer is accessible in a street, alley or easement to a building or premises abutting thereon, the surface drains, ground waters, roof leaders, or storm waters shall be discharged into the storm water sewer unless otherwise authorized by the City. Under no conditions shall sanitary sewage or wastes or any substance other than surface waters, ground waters, roof waters or storm waters be permitted to flow into or be connected to the storm water sewer; and no sanitary sewer shall be connected to the storm water sewer system.

(See 65 ILCS 5/11-80-7)

ARTICLE VI - CULVERTS

33-6-1 OBSTRUCTION OF DRAIN OR STORM SEWER. It shall be unlawful to obstruct any drain or storm sewer in any public street or property.

33-6-2 PERMIT FOR CULVERT. It shall be unlawful to install any culvert or replace any culvert without first obtaining a permit from the City Clerk.

33-6-3 APPLICATION FOR PERMIT. Any person desiring a permit to install or replace any culvert shall file an application therefor with the City Clerk upon a form to be provided for that purpose. The application and the permit issued pursuant thereto shall be on the same form which shall be substantially as outlined in **Appendix 'B'** attached hereto.

33-6-4 TERMINATION OF PERMIT. All such permits shall terminate upon the expiration of **one (1) year** following the date of issue.

33-6-5 TYPE OF CULVERT. Culverts shall be installed where driveways or walk-ways cross open ditches. The material used for the construction of the culverts shall be reinforced concrete, corrugated steel culvert pipe with a minimum wall thickness of **sixteen (16) gauge**, or of such other material determined by the Street Department, depending upon the conditions existing. The culverts shall be of such size, a minimum of **twelve (12) inch** diameter by **twenty (20) feet** long, installed at the grade and constructed with couplings as determined by the Public Works Manager. The person desiring the culvert shall purchase a culvert as provided herein and shall have it delivered on the site. The City shall install the culvert.

33-6-6 COST OF INSTALLATION. Any person installing a culvert shall, at his own expense, be responsible for the cost of materials and the current hourly manpower and equipment cost.

33-6-7 BACKFILL COST. Any person installing or replacing a culvert shall, at his own expense provide and replace such backfill material as the Public Works Manager determines necessary to complete the project.

33-6-8 REPLACEMENT COST. The expense of replacing any culvert shall be borne by the applicant to install the same.

(See 65 ILCS 5/11-80-7)

ARTICLE VII - DRIVEWAYS

33-7-1 PERMITS REQUIRED. No person shall construct a driveway for vehicles or animals across any sidewalk in the City without having first obtained a permit therefor.

Applications for such permits shall be made to the City Clerk.

No permit for construction of a driveway for commercial use, or for the habitual use of other than the owner or occupant of the premises served shall be issued except upon the order of the Public Works Manager.

33-7-2 GRADE SURFACE. No driveway shall be so constructed or graded as to leave a step, sharp depression or other obstruction in the sidewalk. The grade shall be as nearly as possible the same as that of the adjoining sidewalk. It shall be unlawful to have the surface finish of any driveway where the same crosses the sidewalk constructed of such materials as to render it slippery and hazardous to pedestrians, or to have the grade of such portion vary from the grade of the sidewalk or be other than level.

33-7-3 SPECIFICATIONS. Driveways across sidewalks shall be constructed in compliance with the specifications required by the Public Works Manager.

33-7-4 BREAKING CURB - BOND REQUIRED. Before a permit can be issued to break a curb in the City for the installation of a driveway or any other purpose, a bond or cash in the amount of **One Hundred Dollars (\$100.00)** is required to be posted with the City Clerk.

33-7-5 REPAIR. It shall be the duty of the person maintaining the driveway to keep the same in good repair where it crosses the sidewalk and free from obstruction and openings.

(See 65 ILCS 5/11-80-2)

ARTICLE VIII – HOUSE NUMBERING

33-8-1 RULES. The numbering of all houses fronting upon the public streets, avenues and thoroughfares, within the corporate limits of the City, shall be in conformity with the decimal system, and the further following rules:

(A) Main Street shall be the base or dividing line for numbering houses on all streets or avenues which intersect said Main Street, and the right-of-way of the Illinois Central Railroad Company shall be the base or dividing line for all streets or avenues which cross or intersect said right-of-way.

(B) All short streets or avenues which do not extend across or intersect either of the above-named base or dividing lines, shall be numbered and designated by the prefix North or South, in conformity with the next nearest street or avenue running parallel with such street or avenue.

(C) All that portion of any and all streets or avenues which extend across or intersect Main Street, which is north and west of Main Street, shall be designated by the prefix West; and that portion of all streets or avenues which extend across or intersect Main Street, which is south and east of Main Street, shall be designated by the prefix East.

(D) That portion of all streets and avenues which extend across or intersect the right-of-way of the Illinois Central Railroad Company, which is west and south of the said right-of-way, shall be designated by the prefix South; and that portion of all streets and avenues which extend across or intersect said right-of-way, which is east and north of said right-of-way shall be designated by the prefix North.

(E) The first number upon each side of Main Street shall be one hundred (100), and the numbers shall progress east and west therefrom at the rate of one hundred (100) to each block. The first number on each side of the above-mentioned right-of-way shall be one hundred (100), and the numbers shall progress north and south therefrom at the rate of one hundred (100) to each block.

(F) On all streets running in the general direction of north and south, the even numbers shall be used on the east side, and the odd numbers on the west side of such streets. On all streets running the general direction of east and west, the even numbers shall be used on the north side of the street and the odd numbers on the south side of such streets.

(G) All irregular or unusual sized blocks, and all irregular streets shall be numbered as may be specified by the City Clerk, adhering as nearly as may be possible to the above plan.

33-8-2 CITY CLERK TO DESIGNATE. The City Clerk, on being informed of the exact present or intended location, shall designate to the owner or occupant of any building now erected, in process of construction or hereafter to be erected, the correct number or numbers for such building.

33-8-3 SPACE PER NUMBER; HALF NUMBERS. The space of ground for each number shall be, so far as is practicable, **twenty (20) feet**; but half numbers may be assigned to any persons applying for same where the City Clerk shall consider such assignment or designation practical.

33-8-4 CHART. The City Clerk shall keep a chart showing the proper street number of every lot in the City which shall be open to inspection by anyone interested.

33-8-5 NUMBERS ON HOUSES. It shall be the duty of the owners and occupants of every house in the City to have placed thereon, in a place visible from the street, figures at least **two and one-half (2 ½) inches** high, showing the number of the house; any person, firm or corporation failing to so number any house, building or other structure occupied by him, or if after receiving notice to do so from the City Clerk, shall continue in his failure to so number such house, building or structure shall be fined pursuant to the provisions of **Section 1-1-20** of this Code.

ARTICLE IX – MOVING BUILDINGS

33-9-1 PERMIT REQUIRED. No person, firm or corporation shall move any building on, through, or over any street, alley, sidewalk or other public place in the City without having obtained a permit therefor from the City Council. Applications for such permits shall be made in writing to the Clerk and shall state thereon the proposed route and the number of days it is intended that the building shall occupy any portion of any street, alley, sidewalk, or other public place.

33-9-2 APPROVAL – FEE. Upon approval of the intended route by the City Council, a fee of **Five Dollars (\$5.00)** for each day or fraction thereof that is intended that the building shall occupy any such portion of any such public place shall be paid to the Clerk and the permit issued. Additional payment of **Ten Dollars (\$10.00)** for each day or fraction thereof over and above the time stated on the permit during which any building shall occupy any such place shall be paid.

33-9-3 BOND. Every person, firm or corporation applying for a permit under this Article shall submit with his application, a cash bond with a lawful corporate surety to be approved by the City Council, conditioned on his compliance with all the provisions of this Article and agreeing to pay and holding the City harmless from any claim which may be made against it by reason of the occupation of any street, alley, sidewalk or other public place by the building or structure moved.

33-9-4 LIGHTS AND WARNINGS. Whenever a street or alley is blocked by a house or structure which is being moved, warnings to that effect shall be placed by the Police Department, so as to warn vehicles and persons from entering that portion of the street so blocked.

The person, firm or corporation moving any building through the streets, shall keep warning signs and lanterns or lights on such building so as to guard against any person or vehicle from colliding with it.

33-9-5 WIRES – CUTTING. Whenever it shall be necessary to interfere with wires or cables of a public utility in moving a building, the terms of any special or franchise ordinance governing shall apply, and the bond therein specified shall be given. If no such terms apply, then the Mayor shall estimate the expense of fixing the wires and the bond to be given to cover such expense.

ARTICLE X – SIGNS AND AWNINGS

33-10-1 PERMITS. No person, firm, or corporation shall erect or maintain any sign, signboard or rigid canopy over any street, alley, sidewalk or other public way in the City without having first obtained a permit therefore, as herein provided. Permits for such signs or canopies shall be issued by the City Clerk upon payment of the fee provided and shall designate the location of the proposed structure.

33-10-2 FEE. The annual fee for such permits shall be **Three Dollars (\$3.00)** for signs or canopies which extend less than **five (5) feet** over a street, sidewalk, alley or other public place and are less than **fifteen (15) square feet** in total area; and **Five Dollars (\$5.00)** for such signs as extend more than **five (5) feet** over a street, sidewalk or other public place or more than **fifteen (15) square feet** in total area.

33-10-3 BOND. Each person or corporation maintaining such a sign or rigid canopy shall file with the Clerk a bond or indemnify policy in the sum of **Ten Thousand Dollars (\$10,000.00)**, conditioned to indemnify the municipality for any loss or damage or liability that may result from the construction or maintenance of such sign or canopy. Such bond or policy shall have such sureties as may be approved by the Council. Provided that if a blanket indemnity insurance policy against any loss or liability due to such signs and canopies is secured by the municipality, no such bond shall be required.

33-10-4 TEMPORARY PERMITS. Temporary permits may be issued for the maintenance of a temporary sign for a short time, not to exceed **three (3) weeks**, upon the payment of a fee of **Two Dollars (\$2.00)** for each week or fraction thereof that such sign is to be maintained.

33-10-5 CONSTRUCTION. All signs and canopies extending over any public sidewalk, street, alley or other public place must be securely fastened or constructed so that there will be no danger of the same being dislodged by ordinary winds or falling from any other cause.

33-10-6 PERMIT PERIOD. The period for which permits required by this Article shall run shall be the same as the general license year.

33-10-7 HEIGHTS ABOVE WALK. The lowest part of any such sign, canopy, or of any non-rigid awning, or any support thereof which extends over any public way shall be at least **eight (8) feet** above the level of the walk or public way over which it extends; but no such sign shall be maintained over any public way used by vehicles if any part of its support or if the sign is less than **fifteen (15) feet** above the level of such public way.

33-10-8 INSPECTION. It shall be the duty of the Building Inspector to inspect, or cause to be inspected, every sign, canopy or awning which extends over any sidewalk, street, alley or other public way. If any such sign or canopy is found to be insecurely fastened, he shall report this fact to the owner of the sign or to the owner or occupant of the premises on which it is fastened. If the sign or canopy is not made secure within **ten (10) days** after such notice, it may be torn down by the Fire Department, on order of the Mayor.

(See Chapter 40 – Zoning Code)

CITY OF ANNA

EXCAVATION PERMIT

NAME _____

FIRM NAME _____

ADDRESS _____

CITY/VILLAGE _____ STATE _____ PHONE _____

LOCATION OF PROPOSED EXCAVATION _____

NATURE OF EXCAVATION _____

BONDING COMPANY:

NAME _____

ADDRESS _____

CITY/VILLAGE _____ STATE _____ PHONE _____

AMOUNT OF BOND \$ _____

PREVIOUS EXPERIENCE (LIST CITIES AND/OR VILLAGES)

	<u>CITY/VILLAGE</u>	<u>CITY/VILLAGE OFFICIAL</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

I have read the municipal law with regard to excavations and my firm or company intends to fully comply with the Street Regulations Code provisions.

(Applicant's Signature)

CITY OF ANNA

APPLICATION FOR CULVERT/DRIVEWAY PERMIT

I, _____, do hereby request permission and authority to construct a culvert/driveway on the right-of-way of the City in accordance with the information provided on this application and the accompanying sketch. (Applicant must prepare a sketch showing location, length and pertinent details.)

ADDRESS: _____

Pipe material will be: _____

Wall thickness or gauge will be: _____

Type of joint will be: _____

DATED: _____, 20__ SIGNED: _____
(APPLICANT)

CULVERT/DRIVEWAY PERMIT

APPLICATION

Approved ()

Disapproved ()

If disapproved, state reasons:

DATED: _____, 20__ SIGNED: _____

CERTIFICATION

The undersigned has inspected the construction and installation set forth above and finds that the same (is) (is not) in accordance with the permit.

DATED: _____, 20__ SIGNED: _____

CHAPTER 34 - SUBDIVISION CODE

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CHAPTER 34

SUBDIVISION CODE

ARTICLE I – GENERAL PROVISIONS

34-1-1 **TITLE.** These regulations shall be known as and may be referred to as the Subdivision Code.

34-1-2 **PURPOSE.** In accordance with State law (**65 ILCS 5/11-12-5, 5/11-12-8 -- 5/11-12-12; 765 ILCS 205/1 et seq.**) this Code regulates the subdivision and development of land in order to implement the Comprehensive Plan and Official Map duly adopted by the City. Thus, this Code assists in achieving the following specific objectives:

- (A) to preserve, protect, and promote the public health, safety, and welfare;
- (B) to provide a pleasant living environment by furthering the orderly and efficient layout and use of land and by facilitating aesthetic urban design;
- (C) to establish accurate legal records, to avoid development in wetland areas, and to avoid legal and other problems by requiring that subdivided land be properly monumented and recorded;
- (D) to conserve and increase the value of land, improvements, and buildings throughout the City;
- (E) to preserve the natural beauty and topography of the City to the maximum feasible extent, including preservation of such features as stands of trees, streams, significant archaeological sites, and historical landmarks;
- (F) to provide adequate light, air, and privacy for all residents of new developments by preventing undue concentration of population;
- (G) to protect against injury or damage caused by fire, pollution, flooding, storm water runoff, or erosion and sedimentation;
- (H) to provide safe and convenient access to new developments and to avoid traffic congestion and unnecessary public expenditures by requiring the proper location, design, and construction of streets and sidewalks;
- (I) to provide an environment whereby the cost of installing and maintaining adequate water mains, sanitary sewers, storm water sewers, and other utilities and services can be kept at a minimum; and
- (J) to ensure that adequate parks, schools, and similar facilities can be made available to serve the residents.

34-1-3 **JURISDICTION.** The provisions of this Code shall apply to all Planned Developments whether Residential, Commercial, or otherwise in nature, and to any other developments whether a Plat is required or not under the law, statutes, ordinances or regulations of the governmental body or agency having jurisdiction or control, and regardless of whether the same is labeled a subdivision or not, it being the intent of this Code to apply to all types of development, both within the City and to areas lying within **one and one-half (1.5) miles** of the corporate limits of the City.

34-1-4 **INSTANCES WHEN PLATS WILL NOT BE REQUIRED.** The provision of these regulations do not apply and no plat is required in any of the following instances:

- (A) the division or subdivision of land into parcels or tracts of **five (5) acres** or more in size which does not involve any new streets or easements of access or special utility easements;
- (B) the division of lots or blocks of less than **one (1) acre** in any recorded subdivision which does not involve any new streets or easements of access or special utility easements;
- (C) the sale or exchange of parcels of land between owners of adjoining and contiguous land;

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(D) the conveyance of parcels of land or interests therein for use as a right-of-way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access or add special utility easements;

(E) the conveyance of land for highway or other public purposes or grants or conveyance relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;

(F) conveyance made to correct description in prior conveyances;

(G) the sale or exchange of parcels or tracts of land following the division into no more than **two (2) parts** of a particular parcel or tract of land recorded on or before **July 17, 1959** and not involving any new streets or easements of access or add special utility easements;

(H) the conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access or add special utility easements;

(I) the sale of a single lot of less than **five (5) acres** from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract existing as of **October 1, 1973**.

34-1-5 **INTERPRETATION.** Every provision of this Code shall be construed liberally in favor of the City, and every regulation set forth herein shall be considered the minimum requirement for the promotion of the public health, safety, and welfare.

(A) **More Restrictive Requirements Apply.** Whenever the requirements of this Code differ from those of any statute, lawfully adopted ordinance or regulation, easement, covenant, or deed restriction, the more stringent requirement shall prevail. Thus, in accordance with State law whenever this Code imposes higher standards than the County Subdivision Code, said higher standards shall supersede the County regulations in the unincorporated territory located within the City's subdivision jurisdiction. (**See 65 ILCS 5/11-12-11**)

34-1-6 **DISCLAIMER OF LIABILITY.**

(A) Except as may be provided otherwise by statute or ordinance, no officer, board member, agent, or employee of the City shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this Code. (**See "Local Governmental and Governmental Employees Tort Immunity Act," 745 ILCS 10/1-101.**)

(B) Any suit brought against any officer, council member, agent, or employee of the City, as a result of any act required or permitted in the discharge of his duties under this Code, shall be defended by the City Attorney until the final determination of the legal proceedings.

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ARTICLE II - DEFINITIONS

34-2-1 INTERPRETATION OF TERMS. In construing the intended meaning of terminology used in this Code, the following rules shall be observed:

(A) Unless the context clearly indicates otherwise, words and phrases shall have the meanings respectively ascribed to them in **Section 34-2-2**; terms not defined in **Section 34-2-2** shall have the meanings respectively ascribed to them in the City's Zoning Code; if any term is not defined either in **Section 34-2-2** or in the Zoning Code, said term shall have its standard English dictionary meaning.

(B) Words denoting the masculine gender shall be deemed to include the feminine and neuter genders.

(C) Words used in the present tense shall include the future tense.

(D) Words used in the singular number shall include the plural number, and vice versa.

(E) The word "shall" is mandatory; the word "may" is discretionary.

(F) Captions (i.e., titles of sections, subsections, etc.) are intended merely to facilitate general reference and in no way limit the substantive application of the provisions set forth thereunder.

(G) References to sections shall be deemed to include all subsections within that section; but a reference to a particular subsection designates only that subsection.

(H) A general term that follows or is followed by enumerations of specific terms shall not be limited to the enumerated class unless expressly limited.

34-2-2 SELECTED DEFINITIONS.

Alley: A public right-of-way which affords a secondary means of vehicular access to the side or rear of premises that front on a nearby street, and which may be used for utility purposes.

Amendment: A change in the provisions of this Code, properly effected in accordance with State law and the procedures set forth herein.

Area, Building: The total of areas taken on a horizontal plane at the main grade level of the principal building and all accessory buildings exclusive of unenclosed patios, terraces, and steps.

Area, Gross: The entire area within the lot lines of the property proposed for subdivision/development, including any areas to be dedicated/reserved for street and alley rights-of-way and for public uses.

Area, Net: The entire area within the boundary lines of the territory proposed for subdivision, less the area to be dedicated for street and alley rights-of-way and public use.

Arterial Street: A street designed or utilized primarily for high vehicular speeds or for heavy volumes of traffic on a continuous route with intersections at grade, and on which traffic control devices are used to expedite the safe movement of through traffic.

Barrier (Natural or Artificial): Any street, highway, river, pond, canal, railroad, levee, embankment, or screening by a fence or hedge.

Block: An area of land entirely bounded by streets, highways, barriers, or rights-of-ways (except alleys, pedestrian ways, or exterior boundaries of a subdivision unless exterior boundary is a street, highway, or R.O.W.) or bounded by a combination of streets, public parks, cemeteries, railroad rights-of-way, waterways, or corporate boundary lines.

Building: Any structure, whether temporary, semi-permanent, or permanent, designed or intended for the support, enclosure, shelter or protection of persons or property.

Building Line: See Setback Line.

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Catch Basin: A receptacle, located where a street gutter opens into a storm sewer, designed to retain matter that would not easily pass through the storm sewer.

Centerline:

- (A) the centerline of any right-of-way having a uniform width;
- (B) the original centerline, where a right-of-way has been widened irregularly;
- (C) the new centerline, whenever a road has been relocated.

Centerline Offset: The distance between the centerline of two roughly parallel streets, measured along the third street with which both said "parallel" streets intersect.

Cluster Development: A subdivision planned and constructed so as to group housing units into relatively dense patterns while providing a unified network of open space and wooded areas and meeting the requirements of the Subdivision Code and the Zoning Code.

Collector Street: A street which carries or is proposed to carry intermediate volumes of traffic from local streets to arterial streets and which may or may not be continuous.

Common Land: That land set aside for open space or recreational use for the owners of the lots of a subdivision, which land is conveyed by the developer in fee simple absolute title by warranty to trustees whose trust indenture shall provide that said common land be used for the sole benefit, use and enjoyment of the lot owners present and future. No lot owner shall have the right to convey his interest in the common land except as an incident of the ownership of a regularly platted lot.

Comprehensive Plan: The plan or any portion thereof adopted by the City Council to guide and coordinate the physical and economic development of the City. The City's Comprehensive Plan may include, but is not limited to, plans and programs regarding the location, character, and extent of highways, bridges, public buildings or uses, utilities, schools, residential, commercial, or industrial land uses, parks, drainage facilities, etc.

Cross-slope: The degree of inclination measured across a right-of-way rather than in the direction traffic moves on said right-of-way.

Cul-de-Sac: A short minor local street having only one outlet for vehicular traffic and having the other end permanently terminated by a turn-around for vehicles; the term may also be used to refer solely to said turn-around.

Curb and Gutter, Integral: The rim forming the edge of a street plus the channel for leading off surface water, constructed of concrete as a single facility.

Dedicate: To transfer the ownership of a right-of-way, parcel of land, or improvement to the City or other appropriate government entity without compensation.

Density, Gross: The total number of dwelling units divided by the total project area, expressed as gross dwelling units per acre.

Density, Net: The total number of dwelling units divided by the net acreage. See definition of Area, Net.

Design: The arrangement of uses on the land and the arrangement of easements, lots and rights-of-way, including specifications of materials, alignment, grade and width of these elements.

Develop: To erect any structure or to install any improvements on a tract of land, or to undertake any activity (such as grading) in preparation therefor.

Dimensions: Refers to both lot depth and lot width.

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District, Zoning: A portion of the territory of the City wherein certain uniform requirements or various combinations thereof apply to structures, lots, and uses under the terms of the City's Zoning Code.

Drainageway: A watercourse, gully, dry stream, creek, or ditch which carries storm water runoff, or which is fed by street or building gutters or by storm water sewers, or which serves the purpose of draining water from the lands adjacent to such watercourse, gully, dry stream, creek, or ditch.

Easement: A grant by the property owner to the public, a corporation, or a person of the use of land for limited and specifically named purpose.

Escrow Deposit: A deposit in cash or other approved securities to assure the completion of improvements within a subdivision.

Filing Date: The date that the applicant has filed the last item of required data or information with the City Clerk and has paid the necessary fees for review by the Plan Commission.

Flood Hazard Area: All land subject to periodic inundation from overflow of natural waterways.

Frontage: The lineal extent of the front (street-side) of a lot.

Frontage Road: A minor street fronting on an arterial street or highway (usually a limited access highway), used for access to abutting lots.

Grade: The degree of inclination of the site or right-of-way, expressed as a percentage. Synonym for "slope".

Hillside Area: An area with an average slope of **twenty percent (20%)** or more.

Improvement: Refers to site grading, street work and utilities (including water, sewer, electric, gas, storm water, telephone and cable television) to be installed or agreed to be installed by the subdivider on land to be used for public or private streets, and easements or other purposes as are necessary for the general use of lot owners in the subdivision. Including the furnishing of all materials, equipment, work and services such as engineering, staking and supervision, necessary to construct all the improvements required in **Article V** of the Code or any other improvements that may be provided by the subdivider. All of such materials, equipment and services shall be provided at the subdivider's cost and expense, although he may enter into a contract with individuals and firms to complete such improvements, and the improvements shall be subject to the final approval of the Plan Commission and the City Council.

Improvement Plans: The engineering plans showing types of materials and construction details for earth moving and for the structures and facilities to be installed both in, or in conjunction with, a subdivision. Plans must include drainage, streets, alleys and utility locations to be installed in or in conjunction with a subdivision - also, include overall drainage plan and its effect on contiguous land and source of effluent or discharge.

Inlet: A receptacle, located where surface and/or groundwater can run to by gravity to be received by the storm sewer.

Intersection: The point at which two or more public rights-of-way (generally streets) meet.

Land Use Plan: The comprehensive long-range plan for the desirable use of land, the purpose of such plan being, among other things, to serve as a guide to the zoning and progressive subdividing and use of undeveloped land.

Local Street: A street serving limited amounts of residential traffic, and for access to abutting property, and on which the speed limit is low and the traffic volume minimal.

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Lot: A tract of land intended as a unit for the purpose (whether immediate or future) of development or transfer of ownership. A "lot" may or may not coincide with a "lot of record."

Lot Area: The area of a horizontal plane bounded by the front, side, and rear lines of a lot, exclusive of any land designated for street right-of-way.

Lot, Butt: A lot at the end of a block and located between **two (2) corner lots**.

Lot, Corner: A lot having at least **two (2) adjacent sides** that abut for their full length upon streets. Both such side lines shall be deemed front lot lines.

Lot Depth: The mean horizontal distance between the front end and the rear lot lines measured in the general direction of the side lot lines.

Lot, Interior: A lot whose side lines do not abut any street.

Lot Line, Front: The line separating the lot from the street. On a corner lot, the front lot line shall be the frontage having the least dimension.

Lot Line, Rear: The rear lot line is the lot line most nearly parallel to and most remote from the front lot line.

Lot Line, Side: Any lot line other than front or rear lot line. A corner side lot line separating a lot from a street is called a street side lot line. A side lot line separating a lot from another lot, or lots is called an interior side lot line.

Lot of Record: An area of land designated as a lot on a plat of subdivision recorded with the County Recorder of Deeds in accordance with State law.

Lot, Through: A lot having a part of approximately parallel lot lines that abut **two (2)** approximately parallel streets. Both such lot lines shall be deemed front lot lines.

Lot Width: The mean horizontal width of the lot measured at right angle to the general direction of the side lot lines.

Maintenance Bond: A surety bond, posted by the developer and approved by the City, guaranteeing the satisfactory condition of installed improvements for the one-year period following their dedication.

Master Development Plan: A combination of maps, drawings, site plans, charts and supportive narrative material that portrays total development to be achieved in the overall project area; which provides sufficient detailed information to both illustrate and describe the intended character and configuration of development to be accomplished.

Metes and Bounds: A description of real property which is not described by reference to a lot or block shown on a map but is described by starting at a known point and description of the lines forming the boundaries of the property or delineates a fractional portion of a section, lot or area by describing lines or portions thereof.

Official Map: A graphic statement of the existing and proposed capital improvements planned by the City which require the acquisition of land--such as streets, drainage systems, parks, etc.

Owner: A person having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under these regulations.

Parking Lane: An auxiliary lane of a street and primarily used for vehicular parking.

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Pedestrian Way: A right-of-way dedicated to public use which cuts across a block to facilitate safe pedestrian access to adjacent streets and properties.

Performance Bond: A surety bond posted by the developer and approved by the City, guaranteeing the installation of required improvements within, or in conjunction with, a subdivision.

Person: Any agent, individual, firm, association, partnership, corporation, syndicate or trust.

Plan Commission: The Plan Commission of the City.

Planned Unit Development (PUD): A planned unit development is a comprehensively planned development containing residential, commercial, industrial, or other land uses on an area of land under continuing unified control. A planned unit development may contain a single type of land use or combination of land uses provided that such development is reviewed, evaluated and approved by the City and satisfies the requirements contained herein.

Plans: All of the drawings including plats, cross-sections, profiles, working details and specifications, which the subdivider prepares or has prepared to show the character, extent and details of improvements required in this Code and which plans shall conform to any requirements of the Plan Commission as to scale and details for submittal to the approval officials of the City for consideration, approval or disapproval.

Plat, Final: The final engineering and architectural maps, drawings, and supporting material indicating the subdivider's plan of the subdivision which, if approved, may be filed with the County Recorder of Deeds.

Plat, Preliminary: Preliminary engineering and architectural maps, drawings, and supportive material indicating the proposed layout of a subdivision.

Project Area: That territory intended to be subdivided or developed and portrayed and defined in the preliminary and final plats.

Reserve: To set aside a parcel of land in anticipation of its acquisition by the City or other appropriate government entity for public purposes.

Reserve Strip: A narrow strip of land between a public street and adjacent lots which is designated on a recorded subdivision plat or property deed as land over which vehicular travel is not permitted.

Re-subdivision: See Subdivision.

Retention Area: An area of land designed to capture water runoff from a developed parcel and release it at a specified rate of flow as determined by engineering studies (**See Section 5-16.4**).

Reverse Curve: A curve in a street heading in approximately the opposite direction from the curve immediately preceding it so as to form an S-shape.

Right-of-Way, Public: A strip of land which the owner/subdivider has dedicated to the City or other appropriate government entity for streets, alleys, and other public improvements; sometimes abbreviated as r.o.w.

Roadbed: The graded portion of a street upon which the base course, surface course, shoulders and median are constructed.

Roadway: The entire improved portion of the street, including shoulders, parking lanes, travel way, curbs and gutter.

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Setback Line: A line that is usually parallel to the front, side or rear lot line establishing the minimum space to be provided as the front, side or rear yard.

Sidewalk: A pedestrian way constructed in compliance with the standards of this Code, generally abutting or near the curb line of the street.

Slope: The degree of inclination of site or right-of-way expressed as a percentage. Synonym for "grade".

Soil and Water Conservation District: The County Soil and Water Conservation District.

Street: A public or private way for motor vehicle travel. The term "street" includes a highway, thoroughfare, parkway, through way, road, pike, avenue, boulevard, lane, place, drive, court and similar designations, but excludes an alley or a way for pedestrian or bicycle use only.

Street, Area Service Highway: Area service highways interconnect collectors and land access streets with the principal system and vice versa, brings all developed areas within a reasonable distance of principal streets, connects and provides direct access to major traffic generators, provides secondary service to smaller communities, may provide access to abutting property, and have a medium volume design capacity and travel speeds.

Street, Cul-de-Sac: A short, land-access street, having only **one (1) end** open for vehicular traffic, and the other permanently terminated by a turn-around for vehicles.

Street, Dead-End: Land access streets similar to cul-de-sacs, except that they provide no turn-around circle at their closed end and are not permitted in any proposed subdivision.

Street, Land Access: Land access streets provide access to abutting properties, have a relatively short travel distance, and have a low volume design capacity and travel speeds.

Street, Looped: Land access streets having **two (2) open ends**, each end generally connecting with the same street, no other streets intersecting between its ends, and property fronts on both sides of the street.

Street, Marginal Access or Service Road: A land access street parallel and adjacent to area service highways providing access to abutting properties.

Structure: Anything constructed or erected which requires permanent or temporary location on or in the ground or is attached to something having a fixed location on or in the ground. All buildings are structures but not all structures are buildings (e.g., a fence).

Stub or Butt Street: A street that is temporarily terminated, but that is planned for future continuation.

Subdivider: Any person, firm, partnership, association, corporation, estate or other group or combination acting as a unit, dividing or proposing to divide land in a manner that constitutes a subdivision as defined in this Article.

Subdivision: (1) The division of land into two or more lots or parcels for the purpose of either immediate or future sale, rental or building development or use(s) other than agricultural use or production. (2) Establishment or dedication of a public street or alley through a tract of land regardless of size. The term "subdivision" shall also include all re-subdivisions of land or lots.

Subdivision, Minor: A division of land into **two (2)**, but not more than **four (4) lots**, all of which front upon an existing streets, **not involving new streets** or other rights-of-way, easements, improvements, or other provisions for public areas and facilities.

Topography: The relief features or surface configuration of an area of land.

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Travelway: That portion of a street used for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Vacate: To terminate the legal existence of right-of-way or subdivision, and to so note on the final plat recorded with the County Recorder of Deeds.

Variance, Subdivision: A relaxation in the strict application of the design and improvement standards set forth in this Code.

Yard, Front: A yard extending across the full width of the lot, the depth of which is set forth in the Zoning Code.

Yard, Rear: A yard extending across the full width of the lot between the nearest rear main building and the rear lot lines. The depth of the required rear yard shall be measured horizontally from the nearest part of the main building toward the nearest point of the rear lot lines.

Yard, Side: A yard between a main building and the side lot line, extending from the front yard or front lot lines, where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the main building.

Zoning Administrator: The official appointed by the Mayor and the City Council to administer the Subdivision Code.

Zoning Code: The Zoning Code of the City.

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ARTICLE III - PLATS AND PLANS

DIVISION I - PRELIMINARY PLATS

34-3-1 GENERAL PROCEDURE. Before preparing a proposed plat for an area, the owner, developer, or their representatives should have a pre-application meeting with the Plan Commission and/or the City Engineer to determine applicable ordinance regulations and standards which must be complied with. After the pre-application meeting(s), the subdivider should then prepare the preliminary plat. As defined in the Subdivision Code, the preliminary plat shall contain a substantial amount of data and will thus be incomplete and cannot be considered as filed until all required data are submitted. The preliminary plat is received with filing fees by the City Clerk's office, who, in turn, will forward the same to the Plan Commission for their review. Following its review as well as comments from other appropriate agencies when required, the Plan Commission forwards its recommendation(s) to the City Council, who will then either approve, disapprove, or approve with modifications the preliminary plat.

34-3-2 FILING PROCEDURE. Except as specifically provided otherwise below, every person who proposes to subdivide any land located within the subdivision jurisdiction of this Municipality shall file **six (6) copies** of the preliminary plat of said subdivision with the City Clerk.

He shall also file **one (1) copy** of the preliminary plat and supporting data with the appropriate Soil and Water Conservation District. The district shall have not more than **thirty (30) days** to submit any comments it might wish to make to the Zoning Administrator. **(See 70 ILCS 405/22.02A)**

Whenever a large tract is to be developed in stages and only a portion of that tract is to be submitted for final plat approval, nonetheless, a Master Development Plan of the entire tract shall be submitted.

All the preliminary plats shall be reviewed and acted upon in accordance with **Illinois Compiled Statutes, Chapter 65, Section 5/11-12-8** and the provisions of the subsections below.

EXCEPTION: The provision of this Section shall not apply to:

- (A) minor subdivisions as defined at **Section 34-2-2**; or
- (B) land that is specifically exempted from the Illinois Plats Act as now or hereafter amended. **(See 765 ILCS 205/1(B)).**

34-3-3 INFORMATION REQUIRED. Every preliminary plat shall be prepared by an Illinois Registered Land Surveyor at any scale from **one inch equals twenty feet (1" = 20')** through **one inch equals one hundred feet (1" = 100')** provided the resultant drawing does not exceed **thirty-six (36) inches square**. Each preliminary plat shall indicate on its face the following information:

- (A) small key map showing the relation of the proposed subdivision to section or U.S. Survey lines and to platted subdivisions and dedicated roads within **three hundred (300) feet** of the proposed subdivision;
- (B) names and addresses of the owner, subdivider (if not the owner), and registered professional engineer;
- (C) proposed name of the subdivision;
- (D) zoning district classification of the tract to be subdivided, and of the adjacent land;
- (E) north arrow, graphic scale, and date of map;
- (F) the gross and net acreage area of the proposed subdivision, the acreage of streets, and of any areas reserved for the common use of the property owners within the subdivision and/or for public use;
- (G) all lot lines adjacent to and abutting the subdivision;
- (H) tract boundary lines showing dimensions, bearings, angles, and references to known land lines;
- (I) topography of the tract to be subdivided as indicated by **two- (2) foot** contour data for land having slopes of **zero-four percent (0-4%)**, **five- (5) foot** contour data for land having

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slopes between **four-twelve percent (4-12%)**, and **ten- (10) foot** contour data for land having slopes of **twelve percent (12%)** or more;

- (J) any proposed alteration, adjustment or change in the elevation or topography of any area;
- (K) locations of such features as bodies of water, ponding areas, natural drainageways, railroads, cemeteries, bridges, parks, schools, etc.;
- (L) streets and rights-of-way on and adjoining the site of the proposed subdivision; showing the names and including street right-of-way and paving widths; approximate gradients; types and widths of pavement, curbs, sidewalks, crosswalks, planting strips and other pertinent data, including classification of all existing or proposed streets as to function as collector, major, minor or county road;
- (M) a copy of the results of any tests made to ascertain subsurface rock and soil conditions and the water table;
- (N) locations, widths, and purposes of all existing and proposed easements;
- (O) a copy of the description of all proposed deed restrictions and covenants;
- (P) location and size of existing and proposed sanitary and storm sewers;
- (Q) locations, types, and approximate sizes of all other existing and proposed utilities;
- (R) building setback or front yard lines and dimensions;
- (S) locations, dimensions, and areas of all parcels to be reserved or dedicated for schools, parks/playgrounds, and other public purposes; and
- (T) locations, dimensions, and areas of all proposed or existing lots within the subdivision;
- (U) information as defined in **Section 34-3-4(A)(3)**.

34-3-4 PLAN COMMISSION ACTION. The Plan Commission shall either approve or disapprove the application for preliminary plat approval within **sixty (60) days** from the date of said application or the filing of the last item of required supporting data, whichever date is later, unless the Plan Commission and the subdivider mutually agree to extend this time limit. If the Plan Commission disapproves the preliminary plat, they shall furnish to the applicant within the **sixty (60) day period** a written statement specifying the aspects in which the proposed plat fails to conform to this Code and/or the Official Map. If the Plan Commission approved the preliminary plat, they shall inform the City Council that action can be taken at the next regularly scheduled City Council meeting.

(A) **Notice of Meeting.** The Plan Commission shall give notice of its consideration of any preliminary plat and allow the opportunity to be heard to the following person(s) or groups during its preliminary review time span:

- (1) Any person requesting notification of the meeting.
- (2) Any property owner whose property is contiguous to the property, including property across the streets, railroads, creeks, and similar barriers; said information shall be provided by the applicant to the City Clerk's office when filing the plat.
- (3) Any governmental or taxing body which requests notification of the meeting.

34-3-5 REVIEW BY CITY COUNCIL; TIME CONSTRAINTS. The City Council shall review the preliminary plat, along with the Plan Commission recommendations and approve, disapprove or approve subject to certain conditions and/or modifications said preliminary plat within **thirty (30) days** after its next regularly scheduled meeting following receipt of the written Plan Commission recommendations, unless variances from Zoning Code requirements are needed, in which case, the City Council's **thirty (30) days** commence the day after the Board of Appeals hearing is held, as required by the Zoning Code.

If the City Council rejects the preliminary plat, their resolution shall specify the aspects in which the plat fails to comply with this Code and/or the Official Map. The City Clerk shall attach a certified copy of the Council's resolution of approval or disapproval to the preliminary plat. One copy of the resolution and plat shall be retained by the Clerk, one copy shall be filed with the Zoning Administrator, and one copy shall be sent to the subdivider by return receipt mail.

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34-3-6 RIGHTS AND PRIVILEGES OF SUBDIVIDER. Preliminary plat approval shall confer the following rights and privileges upon the subdivider:

(A) That the preliminary plat will remain in effect for a **one (1) year** period from the day the City Council approves the same. The applicant may, during this period, submit all or part or parts of said preliminary plat for final approval. In the event that the subdivision is being developed in stages, the applicant may, by written mutual agreement with the City Council, have final approval of the last part of the plat delayed for a period not to exceed **five (5) years** from the date of the preliminary plat approval. Any part of a subdivision which is being developed in stages shall contain a tract of land at least **one (1) block** in area or **five (5) gross acres**.

(B) That the general terms and conditions under which the preliminary plat approval was granted will not be changed for final approval.

(C) The applicant may also proceed with any detailed improvement plans required for all facilities or utilities intended to be provided. Actual construction of such facilities and improvements may commence prior to final plat approval if the detailed improvement plans have been recommended by the City Engineer and approved by the City Council, provided that such facilities and improvements will be inspected throughout their construction, and final plat approval will be contingent in part upon acceptable compliance to City improvement and facilities standards. If the applicant does not submit the improvement plans prior to the submission of the final plat, then he shall submit the improvement plans to the City Clerk's office at the time that the final plat is submitted.

34-3-7 RESERVED.

DIVISION II - IMPROVEMENT PLANS

34-3-8 SUBMISSION OF PLANS. After the City Council has approved the preliminary plat, but prior to submission of the final plat, the developer shall furnish **six (6) copies** of the plans and specifications for all improvements to be installed within or in conjunction with the proposed development to the City Clerk, pay all associated filing fees before review by the City Engineer. These plans and specifications shall be signed and sealed by the registered professional engineer responsible for their preparation. Until the City Engineer certifies in writing that the proposed improvements conform to generally accepted engineering practices and to the standards in this Code:

(A) the Zoning Administrator shall not issue any building permit to allow construction of said improvements; and

(B) the City Council shall not act upon the application for final plat approval.

34-3-9 INFORMATION REQUIRED. Improvement plans shall consist of black or blue line prints not larger than **thirty-six (36) inches square**. These plans and the related specifications shall provide all of the following information:

(A) topography of the tract, both before and after development at the same scale as the approved preliminary plat;

(B) existing and proposed elevations along the centerline of all streets;

(C) radii of all curves and lengths of tangents on all streets;

(D) locations and typical cross-section of street pavements including curbs/gutters, catch basins, and inlets;

(E) locations and typical cross-section of sidewalks and driveway aprons;

(F) locations, sizes, and invert elevations of all existing and proposed sanitary sewers, storm sewers, and fire hydrants, showing connections to any existing or proposed utility systems;

(G) locations and sizes of all water, gas, electric, and other utilities;

(H) locations of street lighting standards and street signs;

(I) one or more benchmarks, when requested by Engineer, in or near the subdivision, to which the subdivision is referenced; the identity and elevation shall be based on sea level datum;

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- (J) all proposed measures to control erosion and sedimentation;
- (K) high water elevations of all lakes/streams adjoining or within the tract;
- (L) such other information as the City Engineer may reasonably require to perform his duties under this Section; and
- (M) existing and proposed survey monuments on street plans or on the proposed final plat as required by this Code.

34-3-10 INSPECTIONS REQUIRED. The subdivider/developer shall notify the Zoning Administrator and the Public Works Manager of both the start and completion of construction.

(A) The Public Works Manager shall inspect said improvements while they are under construction. If he or his designated deputy determines that they are being built in violation of this Code, he shall request that the Zoning Administrator promptly issue a stop order.

(B) The Public Works Manager and City Engineer shall inspect improvements upon their completion. This municipality shall not accept any completed improvement until the Public Works Manager and Engineer have stated in writing that it complies with this Code.

34-3-11 FILING "AS-BUILT" RECORDS.

(A) The subdivider/developer shall file with the Zoning Administrator a set of reproducible cloth- or polyester-base film positives showing the as-built details and any deviations from the approved plans upon the completion of improvements, or when **fifty percent (50%)** of the building permits have been issued in a given plat.

(B) The subdivider/developer shall pay the costs to add water, sewer, street, and stormwater improvements to the overall City map(s);

(C) If the Zoning Administrator finds the as-builts to be unacceptable, building permits shall be discontinued until such time as the information is acceptable.

34-3-12 RESERVED.

DIVISION III – ASSURANCE FOR COMPLETION OF REQUIRED IMPROVEMENTS

34-3-13 APPROVAL OF FINAL PLAT - IMPROVEMENTS. The City Council shall not approve any final plat of subdivision (and, hence, said final plat shall not be entitled to recording) until:

(A) all improvements required in the improvements plan have been completed by the subdivider/developer at his expense, inspected by the Public Works Manager and Engineer, and dedicated to this municipality or other appropriate entity; or

(B) in accordance with the subsections below, the subdivider/developer has provided this municipality with legal assurance to guarantee the satisfactory completion and dedication of all required improvements.

34-3-14 FORMS OF ASSURANCE. At the option of the City Council, the required legal assurance may be either a performance bond or an escrow deposit. Every performance bond shall be reviewed by the City Attorney and posted with the City Clerk. All funds to be held in escrow shall be deposited with the City Clerk.

34-3-15 AMOUNT OF BOND OR DEPOSIT. The amount of the performance bond or escrow deposit shall be equal to the City Engineer's opinion of probable costs of constructing the uncompleted portion of the required improvements plus all required inspection fees. Any escrow deposit may be in the form of:

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- (A) cash;
- (B) an irrevocable letter of credit or commitment from a lending institution guaranteeing to this municipality the availability of the escrow funds from time to time upon demand; or
- (C) certificates of deposit, treasury bills, or other readily negotiable instruments approved by the City Clerk and made payable to this municipality.

34-3-16 ELIGIBLE SURETIES. No person shall be eligible to act as surety unless he has been approved by the City Clerk. The Clerk shall conduct or cause to be conducted spot audits of all sureties. Any surety who fails to perform shall be ineligible for **two (2) years** thereafter to act as surety for any subdivision improvement within this municipality's jurisdiction.

34-3-17 TERM OF ASSURANCE, EXTENSION. The initial term of any performance bond or escrow agreement shall not exceed **two (2) years**. If all the required improvements have not been completed by the end of the two-year period, the Plan Commission, with the advice and consent of the City Council, may either extend said bond/escrow agreement for **one (1) year** only, or may proceed as per **Section 34-3-19**.

34-3-18 RELEASE OF BOND/ESCROW DEPOSIT.

(A) The City Clerk may release up to **ninety percent (90%)** of the amount of the performance bond/escrow deposit upon receipt of written authorization from the Public Works Manager. The amount which the Public Works Manager authorizes to be released shall be equal to the value of improvements actually completed in accordance with approved plans.

(B) The balance of the amount of the performance bond/escrow deposit shall not be released by the City Clerk until:

- (1) the Public Works Manager has certified to the Zoning Administrator in writing that all required improvements have been satisfactorily completed; and
- (2) said improvements have been accepted by and dedicated to this City or other appropriate entity.

34-3-19 FAILURE TO COMPLETE IMPROVEMENTS. If all the required improvements have not been completed by the end of the two-year period (or three-year period, in the case of an extension), the Zoning Administrator, with the assistance of the City Attorney, may:

- (A) require the surety to perform on the bond, and to pay to this municipality an equal amount to the cost of completing the required improvements or the amount of the bond not theretofore released, whichever is less; or
- (B) order the City Clerk to retain all escrow funds needed to complete the required improvements, and to return the balance (if any) of such funds to the subdivider/developer; or
- (C) require the subdivider/developer to submit a new performance bond/escrow deposit in an amount sufficient to cover any increase in the cost of constructing the required improvements.

34-3-20 - 34-3-21 RESERVED.

DIVISION IV - FINAL PLATS

34-3-22 CITY COUNCIL APPROVAL. The City Council shall not approve any final plat unless they determine that it is in compliance with all pertinent requirements of this Code including those set forth in the subsections below.

SUBDIVISION CODE 34-3-23

34-3-23 FILING, TIME LIMITS. The subdivider of every subdivision -- whether major or minor but excluding land specifically exempted from the Illinois Plats Act as now or hereafter amended (**765 ILCS 205/1(b)**) -- who desires final plat approval shall file **six (6) copies** of the final plat and supporting data with the City Clerk and pay all associated filing fees not later than **one (1) year** after preliminary plat approval has been granted. However, with the consent of the City Council, the subdivider may delay application for final approval of part(s) of the tract shown on the preliminary plat for successive one-year periods. No subdivision plat or re-plat shall be filed for record or recorded in the office of the County Recorder of Deeds, unless and until the approval of the City is endorsed thereon. No lot shall be sold for such subdivision plat or re-plat until it has been approved by the City Council and filed for record in the office of the County Recorder of Deeds as required by the State Statutes.

For official filings, the subdivider shall file the approved final plat with the County Recorder of Deeds within **sixty (60) days** after the City Council has approved the same and the Mayor has affixed his signature thereto. **One (1) copy** of the final plat shall be given to the City Clerk's office by the subdivider bearing the official stamp of the County Recorder attesting its recording within **twenty (20) days** of such action.

34-3-24 INFORMATION REQUIRED. Every final plat shall be prepared by a registered Illinois land surveyor in an approved digital format at a scale not greater than **one hundred (100) feet** equals **one (1) inch**, provided that the resultant drawing shall not exceed **thirty-six (36) inches square**. The final plat and supporting data shall portray/provide all of the following information:

- (A) north arrow, graphic scale, and date;
- (B) name of subdivider, subdivision, identification of the portion of the Public Lands Survey in which the subdivision is located;
- (C) accurate metes and bounds or other adequate legal description of the tract, and the included area of the subdivision to the nearest **one-hundredth (1/100) of an acre**;
- (D) accurate boundary lines, with dimensions and bearings or angles which provide a survey of the tract, closing with an error of closure of not more than **one (1) foot in ten thousand (10,000) feet**;
- (E) all dimensions shall be shown in feet and decimals of a foot;
- (F) reference to recorded plats of adjoining platted land within **three hundred (300) feet**, by record name, plat book, and page number;
- (G) accurate locations of all existing streets intersecting the boundaries of the subdivision;
- (H) right-of-way lines of all streets, other rights-of-way, easements, and lot lines with accurate dimensions, angles, or bearings and curve data, including radii, arcs or chords, points of tangency, and central angles;
- (I) name and right-of-way width of every proposed street;
- (J) purpose of any existing or proposed easement(s);
- (K) number of each lot, lot dimensions, and (in a separate list) lot areas;
- (L) purpose(s) for which sites, other than private lots, are reserved;
- (M) building or setback lines with accurate dimensions;
- (N) restrictions of all types which will run with the land, and become covenants in the deeds of lots;
- (O) certification of dedication of all public areas;
- (P) accurate distances and directions to the nearest established official monument; reference corners shall be accurately described on the final plat;
- (Q) reference to known and permanent monuments and benchmarks from which future surveys may be made together with elevations of any benchmarks; and the Surveyor must, at the time of making his survey, establish permanent monuments (set in such a manner that they will not be moved by frost) which mark the external boundaries of the tract to be divided or subdivided and must designate upon the plat the locations where they may be found;
- (R) location, type, material and size of all monuments and lot markers.

SUBDIVISION CODE 34-3-25

34-3-25 CERTIFICATES REQUIRED. As required by State law (**765 ILCS 205/2; 65 ILCS 5/11-12-8**), the following certificates shall be executed on the final plat:

(A)

OWNER'S CERTIFICATE

We, _____, the Owners of _____ (description) _____, have caused the said tract to be surveyed and subdivided in the manner shown, and said subdivision is to be hereinafter known as _____. All rights-of-way and easements shown hereon are hereby dedicated to the use of the public forever including the release and waiver of the right of homestead under the Homestead Exemption laws of the State of Illinois.

Dated this ____ day of _____, 20__.

(Seal)

(Seal)

(B)

NOTARY PUBLIC'S CERTIFICATE

State of Illinois)
) SS
County of Union)

I, _____, a Notary Public in and for the County aforesaid, do hereby certify that _____ (owners) _____ are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and acknowledged that they signed and sealed the same as their free and voluntary act for the uses and purposes therein set forth, including the release of waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(C)

SURVEYOR'S CERTIFICATE

I, _____, an Illinois Registered Land Surveyor, do hereby certify that this plat is a correct representation of a survey made under my direct supervision at the request of _____ for the purpose of subdividing the tract into lots as shown.

Land Surveyor

Illinois Registration Number

Date

SUBDIVISION CODE 34-3-26

(D)

COUNTY CLERK'S CERTIFICATE

I, _____, County Clerk of Union County, Illinois, do hereby certify that I find no unpaid or forfeited taxes against any of the real estate included within this plat.

County Clerk

Date

(E)

CERTIFICATE OF CITY COUNCIL

I, _____, Mayor of the City, do hereby certify that the plat shown herein was duly presented to the City Council and approved at a meeting of same held on ____ (date) ____.

Mayor

City Clerk

(F)

FLOOD HAZARD CERTIFICATE

We, the undersigned, do hereby certify that no part of this plat to be recorded, is situated within **five hundred (500) feet** of any surface drain or watercourse serving a tributary area of **six hundred forty (640) acres** or more, or, if this plat is within **five hundred (500) feet** of any surface drain or watercourse, we hereby certify that this plat has been reviewed by the Illinois Department of Transportation Division of Water Resources and their report is on file with the County Recorder of Deeds.

By: _____
Owner(s)

By: _____
Illinois Land Surveyor

Registration Number

Date

34-3-26 ADMINISTRATIVE REVIEW, ADVISORY REPORT. Within **thirty (30) days** from the date of application for Final Plat approval, the Public Works Manager and the Zoning Administrator shall review said Final Plat (and supporting data) and shall each advise the City Council in writing whether it substantially conforms to the approved preliminary plat and improvement plans. A copy of their Advisory Report shall be forwarded to the Plan Commission. The Plan Commission may prepare an addendum to said report (should they so desire), and forward same to the City Council.

34-3-27 ACTION BY CITY COUNCIL. The City Council shall either approve or disapprove the application for Final Plat approval by resolution within **sixty (60) days** from the date of said application or the filing of the last item of required supporting data, whichever date is later, unless the Council and the subdivider mutually agree to extend this time limit. The City Council shall not approve any Final Plat unless:

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SUBDIVISION CODE 34-3-28

- (A) the final plat substantially conforms to the approved preliminary plat; and
- (B) the final plat manifests substantial compliance with the design and improvements standards of this Code, Zoning Code, and the Official Map; and
- (C) to the Council's knowledge and belief, the final plat complies with all pertinent requirements of State law; and
- (D) either of the following has been met:
 - (1) all required improvements have been completed, inspected, accepted, and dedicated; or
 - (2) the subdivider/developer has posted a performance bond or deposited funds in escrow to guarantee the satisfactory completion and dedication of all required improvements.

If the City Council disapproves the Final Plat, their resolution shall specify the aspects in which the Plat fails to meet the above conditions for approval.

The City Clerk shall attach a certified copy of the Council's resolution of approval or disapproval to the Final Plat. One copy of the resolution and plat shall be retained by the Clerk, one copy shall be filed with the Zoning Administrator, and one copy shall be given to the subdivider.

34-3-28 CHANGES IN APPROVED FINAL PLATS. Once a Final Plat is approved by the City Council, it shall not thereafter be modified; provided, however, that minor changes may be made upon written application to the Zoning Administrator. Major changes require the filing of a new Final Plat and complete re-review.

34-3-29 - 34-3-34 RESERVED.

DIVISION V - MAINTENANCE OF IMPROVEMENTS

34-3-35 SUBDIVIDER'S RESPONSIBILITIES. The subdivider/developer shall maintain all the improvements in the subdivision until they have been accepted by and dedicated to the City or other appropriate entity.

34-3-36 MAINTENANCE BOND. Prior to dedication, the subdivider/developer shall post a maintenance bond with the City Clerk in the form approved by the City Attorney. Said bond shall be in the amount determined by the Public Works Manager and City Engineer to be sufficient to guarantee the satisfactory condition of the required improvements for a period of **two (2) years** from the date of their acceptance and dedication. If at any time during the two-year period the improvements are found to be defective, they shall be repaired/replaced at the subdivider/developer's expense. If the subdivider/developer fails or refuses to pay such costs within **ninety (90) days** after demand is made upon him by the Public Works Manager, the City shall use the maintenance bond to make the necessary repairs/replacement. If the cost of repairs/replacement exceeds the bond amount, the subdivider/developer shall be liable for the excess. At the end of the two-year period, the maintenance bond shall be released.

DIVISION VI - VACATION OF PLATS

34-3-37 VACATION OF PLATS. In accordance with State law (**765 ILCS 205/6, 205/7, and 205/8**), any plat or part thereof may be vacated by the owner of the tract, at any time before the sale of any lot therein, by a written vacation instrument to which a copy of the plat is attached. If there are public service facilities in any street, other public way, or easement shown on said plat, the instrument shall reserve to the City or other public entity or public utility owning such facilities the property, rights-of-way, and easements necessary for continuing public service by means of those facilities and for maintaining or reconstructing the same. The vacation instrument shall be approved by the City Council in the same manner as plats of subdivision and shall also be approved by the County Superintendent of Highways, the Highway Commissioner of the appropriate township, the District Engineer of the State Department of Transportation, and the public utilities. In the case of the platted tracts wherein any lots have been sold, the written vacation instrument must also be signed by all the owners of lots in said tracts.

SUBDIVISION CODE 34-4-1

ARTICLE IV – OTHER ADMINISTRATIVE MATTERS

34-4-1 ZONING ADMINISTRATOR, DUTIES. The Zoning Administrator is hereby authorized and directed to administer and enforce the provisions of this Code. This broad responsibility encompasses, but is not limited to, the following specific duties.

- (A) to review and forward preliminary plats to the Plan Commission **(See Art. III; Div. I);**
- (B) to transmit improvements plans to the City Engineer for his review **(See Art. III; Div. II);**
- (C) to review and forward final plats to the City Council **(See Sec. 34-3-23);**
- (D) to issue stop orders as necessary when the Public Works Manager or City Engineer determines that approved improvements are being constructed in violation of this Code **(See Sec. 34-3-10);**
- (E) to pursue actions authorized at **Section 34-3-19** when a developer fails to complete required improvements;
- (F) to evaluate and pass upon proposed changes in approved final plats **(See Sec. 34-3-28);**
- (G) to review and forward applications for subdivision variances to the Plan Commission **(See Sec. 34-4-2);**
- (H) to maintain up-to-date records of matters pertaining to this Code including, but not limited to, preliminary plats, as-built records of completed improvements **(See Sec. 34-3-11)**, final plats, variances, and amendments; and
- (I) to provide information to subdividers/developers and to the general public on matters related to this Code.

34-4-2 SUBDIVISION VARIANCES. Any subdivider/developer desiring a variance from the requirements of this Code shall file a written application therefor with the Zoning Administrator at the same time that he files his preliminary plat. The application shall fully explain the grounds for the variance request and specify the section(s) of this Code which, if strictly applied, would cause great practical difficulties or hardship. The Zoning Administrator shall prepare an advisory report on every variance application and submit it, together with the completed application, to the Plan Commission.

34-4-3 REVIEW BY PLAN COMMISSION. The Plan Commission shall review the variance application and the Zoning Administrator's comments, perform on-site review when appropriate, and submit their advisory report to the City Council together with their recommendation on preliminary plat approval **(See Sec. 34-3-2)**. The Plan Commission's advisory report shall be responsive to all the variances standards set forth in **Section 34-4-4**.

34-4-4 ACTION BY CITY COUNCIL, VARIANCE STANDARDS. At the same meeting at which they take action on the application for preliminary plat approval **(See Sec. 34-3-3)**, the City Council shall decide by resolution whether to grant or deny the requested subdivision variance. A copy of their decision, clearly stating their reasons therefor and the exact terms of any variance granted, shall be attached to both the preliminary and final plats. The City Council shall not grant any subdivision variance unless, based upon the information presented to them, they determine that:

- (A) the proposed variance is consistent with the general purposes of this Code **(See Sec. 34-1-1);** and
- (B) strict application of the subdivision requirements **(See Article V)** would result in great practical difficulties or hardship to the applicant, not a mere inconvenience; and
- (C) the proposed variance is the minimum deviation from the subdivision requirements that will alleviate the difficulties/hardship; and

SUBDIVISION CODE 34-4-5

- (D) the plight of the applicant is due to peculiar circumstances not of his own making;
and
(E) the peculiar circumstances creating the variance request are not applicable to other tracts and, therefore, that a variance would be a more appropriate remedy than a code amendment; and
(F) the variance, if granted, will not materially frustrate implementation of the municipal comprehensive plan including the Official Map, if any.

34-4-5 AMENDMENTS. Amendments to this Code may be proposed by the Zoning Administrator, any member of the City Council, any Plan Commission member, or any party in interest. Every amendment proposal shall be filed on a prescribed form in the Zoning Administrator's office. The Zoning Administrator shall promptly transmit each proposal, together with any comments or recommendations he may wish to make, to the Plan Commission for a public hearing.

(A) **Public Hearing, Notice.** The Plan Commission shall hold a public hearing on every amendment proposal within a reasonable time after said proposal is submitted to them. At the hearing any interested party may appear and testify, either in person or by duly authorized agent or attorney. Notice indicating the time, date, and place of the hearing, and the nature of the proposed amendment shall be given not more than **thirty (30)** nor less than **fifteen (15) days** before the hearing by publication in a newspaper of general circulation within this municipality.

(B) **Advisory Report, Action By City Council.** Within a reasonable time after the public hearing, the Plan Commission shall submit an advisory report to the City Council. The City Council shall act on the proposed amendment at their next regularly scheduled meeting following submission of this report. Without another public hearing, the City Council may either pass or reject the proposed amendment or may refer it back to the Plan Commission for further consideration.

34-4-6 SCHEDULE OF FEES.
(A) The review for the preliminary plat shall be **Fifty Dollars (\$50.00)**, plus **Five Dollars (\$5.00)** per lot.

(B) The final plat fee shall be **One Hundred Dollars (\$100.00)** if no variation from the preliminary plat, otherwise **One Hundred Dollars (\$100.00)**, plus **Five Dollars (\$5.00)** per lot whenever Plan Commission review is required.

(C) Improvement Plan review and inspection fee shall be **one percent (1%)** of the total opinion of probable cost for all improvements as determined by the City Engineer or by the total of all certified contracts for all work related to improvements.

34-4-7 FEES: TIME OF PAYMENT. All fees listed in **Section 34-4-6** shall be paid by the subdivider/developer or the applicant to the City Clerk's office at the time of submission of documents.

SUBDIVISION CODE 34-5-1

ARTICLE V - DESIGN AND IMPROVEMENT STANDARDS

DIVISION I - GENERALLY

34-5-1 APPLICABILITY OF ARTICLE. No land within the subdivision and development jurisdiction of this municipality shall be subdivided or developed except in compliance with the regulations of this Article and the applicable provisions of State law. **(65 ILCS 5/11-12-8; 765 ILCS 205/1 et seq.)** No lot in any subdivision shall be conveyed until:

(A) the final plat of said subdivision has been approved by the City Council and recorded in the office of the County Recorder of Deeds; and

(B) the portion of said subdivision in which the lot is located has been improved in accordance with the requirements of this Article or until a performance bond or other security has been posted to assure the completion of such improvements.

The Zoning Administrator shall not issue a building permit for any lot conveyed in violation of this Section.

34-5-2 SUITABILITY FOR DEVELOPMENT GENERALLY. Land that is unsuitable for development due to flooding, poor drainage, rough topography, adverse soil conditions, or other features which will be harmful to the health, safety, and general welfare of the inhabitants of the development and/or its surrounding areas shall not be subdivided or developed unless the subdivider/developer formulates adequate plans/methods to solve the problems caused by the adverse land conditions.

34-5-3 RESERVED.

DIVISION II - LOT REQUIREMENTS

34-5-4 CONFORMITY WITH ZONING. All lots in a subdivision shall conform to the minimum lot area and dimensions requirements of the zoning district in which said subdivision is located; land that is under water or reserved for street improvements shall not be counted to satisfy these minimum requirements. Every corner and through lot shall be large enough to permit compliance with the district's front setback requirements on every side of the lot that faces a street. All lot remnants shall be added to adjacent lots to avoid the creation of unbuildable parcels. All lots shall contain adequate space for required off-street parking and loading.

34-5-5 ACCESS AND RELATIONSHIP TO STREET. Land shall be subdivided in such a way that each lot abuts a street meeting the requirements of **Section 34-5-7**. All side lot lines shall be at right angles to straight street right-of-way lines or radial to curved street right-of-way lines except where a deviation from this rule will provide a better street and lot design.

34-5-6 REFERENCE MONUMENTS. Stone or reinforced concrete reference monuments, set in the ground in such a manner that they will not be moved by frost, shall be placed in the field in accordance with the Plats Act, as now or hereafter amended. **(765 ILCS 205/1.)** All lot corners shall be **thirty-six (36) inches** permanent concrete post monuments and **four (4) inches** in diameter. All lot corners shall be marked by **one-half (0.5) inch** iron pins not less than **thirty (30) inches** long. These pins shall be driven into the ground deep enough that they do not protrude above the ground surface more than **one-half (0.5) inch**.

SUBDIVISION CODE 34-5-7

DIVISION III - STREET DESIGN STANDARDS

34-5-7 **PLAN INTEGRATION.** All streets shall be properly integrated with the existing and proposed street system indicated in the municipal comprehensive plan, and shall meet the specifications set forth in **Table 5-A**.

34-5-8 **RIGHT-OF-WAY AND PAVEMENT WIDTHS.** Every right-of-way established for subdivision purposes is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. All rights-of-way shall be dedicated to the public by the developer.

The minimum pavement widths shall be as noted in **Table 5-A**.

34-5-9 **TOPOGRAPHICAL CONSIDERATIONS.** Grades of street shall conform as closely as possible to the natural topography but shall not exceed the maximum grade nor be less than the minimum grade indicated in the Table of Street Design Specifications. All streets shall be arranged so that as many as possible of the building sites are at or above street grade.

34-5-10 **THROUGH TRAFFIC DISCOURAGED.** Marginal access and local streets shall be laid out so as to discourage use by through traffic. The rigid rectangular gridiron street pattern shall be avoided, and the use of curvilinear streets, cul-de-sacs, or U-shaped streets shall be encouraged to effect a more desirable street layout.

34-5-11 **LIMITED ACCESS TO ARTERIALS.** Where a development abuts or contains an existing or proposed arterial street, the Plan Commission may recommend to the City Council that access to said arterial street be limited by one of the following means:

(A) by subdividing lots so they back onto the arterial street and front onto a parallel local street (double frontage lots), coupled with the installation of screening in a reserve (access-restricting) strip along the rear lot lines of such lots;

(B) a series of cul-de-sacs, U-shaped streets, or short loops entered from and generally at right angles to the arterial street, with the rear lot lines of the lots at the termini of such streets backing onto the arterial street; or

(C) a frontage road separated from the arterial street by a planting strip, but having access thereto at suitable points.

34-5-12 **DEAD-END STREETS.**

(A) **Temporary Stub Streets.** Streets shall be so arranged to provide for the continuation of principal streets between adjacent properties when such continuation is necessary for convenient movement of traffic, effective fire and police protection, and efficient provision of utilities, and where such continuation comports with the City's Official Map. If the adjacent property is undeveloped and the street must dead-end temporarily, the right-of-way shall be extended to the property line, and no strip that would prevent connections with future streets shall be reserved. A temporary turnabout shall be provided at the terminus of any temporary dead-end street.

(B) **Permanent Dead-End Streets.** For greater convenience to traffic and more effective police and fire protection, permanent dead-end streets shall be limited to **five hundred (500) feet** in length.

The terminus of a permanent dead-end street shall not be closer than **fifty (50) feet** to the boundary of an adjacent tract. A cul-de-sac turnaround, having a minimum right-of-way radius of **fifty (50) feet** and a minimum pavement radius of **forty-two (42) feet**, shall be provided at the end of every permanent dead-end street.

SUBDIVISION CODE 34-5-13

34-5-13 INTERSECTIONS.

(A) **Only Two Streets.** Not more than **two (2) streets** shall intersect at any one point.

(B) **Right Angles.** Streets shall be laid out so as to intersect as nearly as possible at right angles; in no case shall **two (2) streets** intersect at an angle of less than **seventy-five (75) degrees**. An oblique street shall be curved approaching an intersection and shall be approximately at right angles with said intersection for at least **one hundred (100) feet** therefrom.

(C) **Proper Alignment.** Proposed new intersections along one side of an existing street shall, whenever practicable, coincide with any existing intersections on the opposite side of such street. Street jogs with centerline offsets of less than **one hundred twenty-five (125) feet** shall not be permitted, except where the intersected street has divided lanes without median breaks at either intersection. Intersections involving collector or arterial streets shall be at least **eight hundred (800) feet** apart.

(D) **Curb Radii.** To permit safe vehicular movements at corners, the minimum curb radius at the intersection of two streets shall be **twenty (20) feet**, and the minimum radius at the back of the curb shall be **thirty-two (32) feet**.

(E) **Flat Grade.** Intersections shall be designed with a flat grade wherever practical. In hilly terrain, an area having not greater than a **three percent (3%)** slope for a distance of **fifty (50) feet** from the nearest right-of-way line of the intersecting street shall be provided at the approach to an intersection.

(F) **Maximum Cross-Slope.** The cross-slopes on all streets, including intersections, shall not exceed **three percent (3%)**.

(G) **Adequate Sight-Lines.** Where any street intersection will involve earth banks or existing vegetation on the triangular area shown in **Figure 1**, the developer shall cut such ground and/or vegetation (including trees) in connection with the grading of the public right-of-way to the extent necessary to provide an adequate sight distance.

34-5-14 REVERSE CURVES. A tangent at least **one hundred (100) feet** long shall be introduced between reverse curves on local collector and collector streets (**see Figure 2**).

34-5-15 IMPROVEMENTS TO EXISTING STREETS. Whenever any development abuts an existing street that is narrower than the standards indicated in the Table of Street Design Specifications, the subdivider shall dedicate sufficient right-of-way on the side abutting the development to permit compliance with those standards. The developer shall improve said street to the standards imposed at **Section 34-5-21** et seq. and pay one-half the cost of said improvements.

34-5-16 WHEN EXCESS RIGHT-OF-WAY REQUIRED. Right-of-way width in excess of the standards set forth in the Table of Street Design Specifications shall be required where:

(A) due to topography, additional width is necessary to provide adequate earth slopes;
or

(B) due to the location of railroad tracks, additional width is needed to construct overpasses, underpasses, and approaches thereto.

34-5-17 - 34-5-19 RESERVED.

SUBDIVISION CODE 34-5-20

DIVISION IV - STREET IMPROVEMENT STANDARDS

34-5-20 STREET REQUIREMENTS. All streets and alleys shall be improved solely at the expense of the developer in accordance with the requirements set forth herein. Typical roadway and pavement sections are shown in **Appendix A**. Requirements for pavement materials, equipment, and methods of construction for bituminous concrete (flexible) pavements and Portland cement concrete (rigid) pavements are contained in **Table 5-B**. Existing streets that adjoin the development on one side only will be improved to meet the current street standards, and this cost will be shared equally between the City and the developer. Existing streets that join the development on both sides shall be improved at the developer's expense. The extent of the improvement of existing streets will be determined by the City and the developer during improvement plan approval process. All streets shall meet **IDOT Roads and Bridges Standard Specifications**.

34-5-21 PAVEMENT STRUCTURE. All streets and alleys shall be paved across the entire surface width specified in **Section 34-5-8**. The structural composition of the pavement shall conform to the minimum requirements set forth in **Table 5-B**. Design requirements for both rigid and flexible pavements are set forth hereinafter.

(A) **Flexible Pavements.** Flexible pavements are to be constructed as multi-layered structures combining hot mix bituminous concrete/bituminous base/crushed stone base/subbase. Each layer of material is to be constructed in lifts not to exceed the maximum lift thickness (compacted) specified in **Table 5-B**. The minimum width of any single pass for any lift/layer of bituminous mixture shall be **ten (10) feet**. There are alternate designs for either deep-strength asphalt or bituminous concrete on a crushed stone base/subbase.

(B) **Rigid Pavements.** Rigid pavements are specified as either reinforced or non-reinforced Portland cement concrete to be constructed either on the earth subgrade or on a crushed stone subbase or underlayment. Alternate designs are shown for two of the seven street classifications. The underlayment is to be **one-fourth (1/4) inch** thick fabric such as "Bidim" or "Petromat," or equal.

- (1) Contraction joints are to be provided at the spacings shown in **Table 5-B** for each of the various alternates. These transverse joints are to be sawed joints that are **one-eighth inch (1/8")** to **one-fourth inch (1/4")** wide with a depth equal to **one-fourth (1/4)** of the pavement thickness. Sawed construction joints are to be sawed within **twenty-four (24) hours** of placement on the concrete. All contraction joints are to be dowelled with the exception of the alleys and land access residential streets. Dowel sizes and spacing shall comply with the following requirements:

Min. Pavement Thickness	Min. Dowel Diameter	Min. Dowel Length	Min. Dowel Spacing
6"	5/8"	12"	12"
7"	3/4"	15"	15"
8"	1"	15"	12"

The dowel units are to be smooth, plain round bars placed at mid-height of the pavement with an expansion cap on one end. The bars, or assemblies, shall be placed so that the bars are parallel to the centerline and to the pavement surface and shall be treated to prevent bonding of the concrete.

- (2) Longitudinal joints shall be constructed no closer than **eight (8) feet** and no farther apart than **fifteen (15) feet**. The longitudinal joints may be either "construction" joints or "sawed" joints. In either case, there shall be transverse #4 reformed tie bars, **thirty (30) inches** long, spaced at

SUBDIVISION CODE 34-5-22

thirty (30) inch centers along all longitudinal joints. This includes the joint between the pavement and curb/gutter if the curb/gutter is not constructed integral with the pavement. As an option to tie bars, either a half-round or trapezoidal preformed keyway meeting the following dimensions may be used on longitudinal joints excluding the gutter joint:

<u>Pavement Thickness</u>	<u>Half-Round Diameter</u>	<u>Trapezoidal</u>		
		<u>Edge Ht.</u>	<u>Depth</u>	<u>Inside Ht.</u>
6"	2"	2"	1"	1"
7"	2"	2"	1"	1"
8"	2"	2"	1"	1"

Commented [JJK1]:

- Sawed longitudinal joints shall be sawed within **ten (10) days** of concrete placement and prior to any traffic or vehicles traveling on the surface.
- (3) Transverse Construction Joints shall be constructed at the end of each day's run or at locations where a "cold" joint will occur due to a delay or interruption in placement operations. All transverse construction joints shall be "tied" with #4 reformed bars, **thirty-six (36) inches** long, spaced at **twelve (12) inch** centers. Construction joints must be at least **five (5) feet** from a contraction joint.
- (4) Pavement Reinforcement shall be used in all rigid pavements designated as S.R.P.C.C. in Table 5-B. Reinforcement shall be welded wire fabric (**6" X 12"**) with W 4 wire transversely and W 5.5 wire longitudinally weighing approximately **54 lbs. per 100 sq. ft.** The fabric shall be lapped **twelve (12) inches** on transverse laps and **six (6) inches** on longitudinal laps. Reinforcement shall be placed on the subgrade and supported by proper chairs and spacers, prior to paving, at the heights specified below:

<u>Pavement Thickness</u>	<u>Depth Below Pavement Surface</u>
6"	2" min. 3" max.
7"	2" min. 3" max.
8"	3" min. 4" max.

Should the Public Works Manager and/or City Engineer or the developer's engineer determine that the minimal standards are not adequate for a given condition (i.e., traffic volume, size of loads, subgrade support, drainage, etc.), the required pavement design shall be determined by the subdivider's engineer on the basis of current pavement design procedures subject to the approval of the Public Works Manager and/or City Engineer.

34-5-22 CURB AND GUTTER. All streets, except alleys and collector commercial, local commercial, arterial or industrial, shall be constructed with Portland cement concrete vertical curb and gutter and/or V-type gutter in accordance with the dimensions and specifications shown, therefor, in the Appendices. Only vertical curb and gutter shall be constructed in Industrial Streets. The materials and construction methods for curb and/or gutter shall conform with **IDOT Roads and Bridges Standard Specifications**.

Curb and/or gutter may be constructed either integrally or separately in conjunction with Portland cement concrete pavement. If constructed separately, the gutter flag shall be "tied" to P.C.C. pavement with **thirty (30) inch** long #4 reinforcing bars spaced at **thirty (30) inch** centers.

SUBDIVISION CODE 34-5-23

34-5-23 MAINTENANCE RESPONSIBILITY. Subsequent to completion of street construction by the subdivider, the City Engineer shall make a final inspection of all streets to ascertain the acceptability of structural condition, earth slopes, drainage structures, etc. If said inspection indicates no deficient items, the City shall take formal action to accept the completed streets for maintenance based upon the Engineer's recommendation.

Should any item need correction or repair, the subdivider will be notified in writing of each deficiency. No street(s) will be accepted in a subdivision until all streets comply with the City's requirements to the satisfaction of the City Engineer. In addition, the developer will be required to provide a guarantee in the form of a Surety Bond in the amount of **Twenty Thousand Dollars (\$20,000)** for a period of **two (2) years**.

34-5-24 RESERVED.

DIVISION V - BLOCKS

34-5-25 BLOCK WIDTH. Blocks shall be sufficiently wide to accommodate **two (2) tiers** of lots having the minimum depth required by the zoning district regulations; provided, that this requirement may be waived in blocks adjacent to local collector or collector streets, railroads, or watercourses.

34-5-26 BLOCK LENGTH. No block shall be longer than **one thousand four hundred (1,400) feet** nor shorter than **five hundred (500) feet**. Wherever practicable, blocks along collector streets shall not be less than **one thousand (1,000) feet** in length.

34-5-27 CROSSWALKS. Crosswalks, not less than **ten (10) feet** wide, may be required through the center of blocks more than **one thousand (1,000) feet** long where necessary to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

34-5-28 RESERVED.

DIVISION VI - SIDEWALKS

34-5-29 REQUIRED. Sidewalks shall be required:
(A) on the recommendation of the Plan Commission that, sidewalks are needed to ensure public safety;
(B) along collector streets, near schools, and in shopping areas and similar public places.

These requirements shall not be waived unless the Plan Commission advises the City Council that, in the area in question, sidewalks are not needed to ensure public safety, and/or that topographical conditions make the installation of sidewalks impractical.

All sidewalks constructed within the municipality shall meet **IDOT Roads and Bridges Standard Specifications**.

34-5-30 SIDEWALK CONSTRUCTION STANDARDS.
(A) **Relationship to Curb.** The street-side edge of every sidewalk shall either abut the curb or be located at least **six (6) feet** from the curb to allow sufficient space for tree planting.

SUBDIVISION CODE 34-5-31

(B) **Width.** Residential sidewalks shall be at least **four (4) feet** wide. Non-residential sidewalks shall be at least **five (5) feet** wide.

(C) **Thickness of Concrete.** All sidewalks shall be constructed of concrete at least **four (4) inches** thick, except that across driveways the thickness shall be increased to **six (6) inches** and/or number **six (6)** reinforcing mesh shall be used.

(D) **Grade.** No sidewalk shall be constructed at a grade steeper than **six percent (6%)**.

(E) **Ramps at Intersections.** When sidewalks are required, curbs shall be cut and sidewalks shall be ramped at all intersections so as to enhance the mobility of handicapped individuals.

34-5-31 **RESERVED.**

DIVISION VII - STREETLIGHTS

34-5-32 **INTERSECTION LIGHTING.** Streetlights shall be provided at each intersection of streets (or alleys) within a subdivision and at each cul-de-sac, but in no event shall there be less than one streetlight per **four hundred (400) feet** (or portion thereof) of street frontage between intersections, or between a street intersection and the terminus of a dead-end street. Additionally, in multi-family dwelling subdivisions, lighting shall be provided within parking areas at a minimum rate of one light per **twenty-five (25) parking spaces** or any fraction thereof.

34-5-33 **STREETLIGHT SYSTEM STANDARDS.** The design and installation of the streetlight system in every subdivision shall be reviewed by the Public Works Manager and the appropriate electric utility company.

The lighting intensity of each streetlight shall be equivalent, at a minimum, to a **175 watt lamp** or **6800 mercury luminaire lamp**. Each streetlight standard (post) shall be at least **sixteen (16) feet** high.

34-5-34 **RESERVED.**

DIVISION VIII - STREET NAME SIGNS

34-5-35 **SPECIFICATIONS.** Street name signs of the size, height, and type approved by Public Works Manager shall be supplied and placed by the developer at all intersections within or abutting any subdivision. Street names shall be sufficiently different in sound and spelling from other street names in this municipality so as to avoid confusion. The City Clerk shall maintain a list of existing street names for reference. A street which is planned as a continuation of an existing street shall bear the same name.

34-5-36 **RESERVED.**

DIVISION IX - UTILITIES

34-5-37 **UTILITY LOCATION AND EASEMENTS REQUIRED.** At locations within the subdivision where utilities and drainage facilities are not to be constructed within public rights-of-way, the subdivider shall make provision for easements for such installations. Preliminary plats shall be submitted to the electric, gas, and telephone companies for their input regarding utility easements.

34-27

[May, 2022]

SUBDIVISION CODE 34-5-38

34-5-38 **UTILITY EASEMENTS.** Utility easements, not less than **twenty (20) feet** wide for sanitary sewers and water mains and not less than **fifteen (15) feet** wide for gas, electric, telephone, and cable television, shall be provided where necessary. Normally, in the case of abutting lots, an equal amount should be taken from each lot. Property owners may (at their own risk) plant shrubbery or hedges or install fences on the easement areas. Utilities (private and public), however, in order to have access for repair shall have the election to destroy said improvements and restore the area only by grading and seeding, or to have alternate access through the owner's property.

34-5-39 **DRAINAGE EASEMENTS.** Adequate easements for storm water drainage shall be established along any natural drainage channel and in such other locations as may be necessary to provide satisfactory disposal of storm water from streets, alleys, and all other portions of the subdivision. The location and minimum widths of such easements shall be approved by the City Engineer and the Public Works Manager.

34-5-40 **MAINTENANCE EASEMENTS.** Maintenance easements of not less than **five (5) feet** in width shall be provided along all rear and side lot lines.

34-5-41 **RESERVED.**

DIVISION X - WATER FACILITIES

34-5-42 **POTABLE WATER REQUIRED.** An adequate supply of potable water shall be provided to every platted lot in accordance with Illinois Department of Public Health regulations and the Illinois Environmental Protection Agency regulations. If the public water system is reasonably accessible, each lot shall be properly connected thereto at the property line. All water distribution lines shall be at least **six (6) inches** in diameter and shall conform to the latest edition of **Standard Specifications for Water and Sewer Construction in Illinois** and in accordance with all City administrative regulations.

The developer shall provide at his expense a minimum of **one (1)** water main tap per lot and shall be responsible for having a curb box installed in accordance with City administrative regulations. **(See Chapter 38, Article III)**

34-5-43 **FIRE HYDRANTS.** Fire hydrants of the type approved by the Public Works Manager shall be installed in every subdivision as part of the water distribution system. The distance from any lot to a hydrant, measured along the centerline of the public right-of-way, shall not be greater than **four hundred (400) feet**.

34-5-44 **RESERVED.**

DIVISION XI - SANITARY SEWERS

34-5-45 **COMPLIANCE WITH REGULATIONS.** All proposed sanitary sewer facilities shall comply with the regulations of the Illinois Department of Public Health and the Illinois Environmental Protection Agency and shall be approved by the City Council. All water and sewer lines shall be constructed as per **Standard Specifications for Water and Sewers Mains, State of Illinois, 4th Edition**, or as amended.

SUBDIVISION CODE 34-5-46

34-5-46 **WHEN PUBLIC SYSTEM PLANNED.** In areas where the public sanitary sewerage system is not reasonably accessible but where plans for the installation of said system have been approved by the Illinois Environmental Protection Agency, sanitary sewers shall be provided in accordance with such plans and temporarily capped. To serve the subdivision until the time when connection to the public system becomes practicable, an approved private central sewage disposal system shall be installed, or individual sewage disposal systems may be used.

34-5-47 **ALTERNATE METHODS OF DISPOSAL.** In the event it is not possible, or feasible, for the subdivider to extend the public sewer system into the proposed subdivision, for whatever reason, the subdivider has the right to petition the City to install an alternative method of sewage disposal. Any such petition shall be considered on an individual basis with each case standing on its own merit. No subdivision shall be approved without the City's approval of the method of sewage disposal:

(A) **Private Central Sewage Systems.** Upon specific approval of the City Council, the subdivider may install a private central sewage system. The City shall reserve the right to review and approve/reject the detailed plans for such a system. Approval of the plans by the City shall in no way be construed as acceptance of the design or operation or maintenance responsibility for said installation. Such installation shall be designed and constructed in accordance with the rules and regulations of the Illinois Environmental Protection Agency, and the Illinois Department of Public Health. The subdivider shall assume perpetual operational and maintenance responsibilities for such installation unless arrangements to the contrary are provided for in a formal written agreement between homeowners and the subdivider. Failure of the subdivider to discharge his operational/maintenance responsibilities may result in a fine of **Seven Hundred Fifty Dollars (\$750)** per day for each day a deficiency exists and shall apply to the subdivider, his heirs, successors, or assigns.

(B) **Individual Disposal Systems.** Upon written approval of the City Council, the subdivider may install individual sewage disposal systems providing the lot size is in excess of **twenty thousand (20,000) s.f.** If such installations are permitted, they shall be designed and installed in accordance with the applicable provisions of the requirements and regulations of the **"Private Sewage Disposal Licensing Act and Code"** of the Illinois Department of Public Health.

34-5-48 **RESERVED.**

DIVISION XII - DRAINAGE AND STORM SEWERS

34-5-49 **PURPOSE AND INTENT.** It is the policy of the City to protect and promote the public health, safety and general welfare. The criteria for storm water detention will reduce the possibility of damage to public and private property, will reduce the erosion on land and creek channels, will assist in the attainment and maintenance of water quality standards, and will preserve and enhance the environmental quality of the watercourses in the City. This criteria provides uniform procedures for designing and checking the design of storm drainage detention systems.

The Plan Commission shall not recommend the approval of any plat unless, after consultation with the City Engineer and the Public Works Manager, they determine that the proposed provisions for storm water drainage are adequate. Drainage improvements in the subdivision shall be coordinated with existing and planned drainage improvements elsewhere so as to form an integrated municipal system. The storm water drainage system shall be separate and independent of the sanitary sewer system. **(See Chapter 32 – Stormwater Retention Code)**

TABLE 5-A

STREET DESIGN SPECIFICATIONS

<u>Residential Street Classification</u>	<u>Max. No. of Dwelling Units/ Net Acre</u>	<u>Permitted On-Street Parking</u>	<u>Required R.O.W. (ft.)</u>	<u>Min. Pave- ment Width (ft.)</u>	<u>Max. Grad- ient (%)</u>	<u>Min. Gradient (%)</u>
Marginal Access	To 1.99	None	40	20	6	1.3
Local	2.0-4.50	Both Sides	45	30	6	1.0
Local Collector	4.50/Greater	Both Sides	50	34	6	1.0
Collector*	Over 250 dwelling units served	None	70	28	6	1.0

<u>Commercial and Industrial Street Classification</u>	<u>Permitted On-Street Parking</u>	<u>Required R.O.W. (ft.)</u>	<u>Min. Pavement Width (ft.)</u>	<u>Max. Gradient (%)</u>	<u>Min. Gradient (%)</u>
Local	None	60	26	10	1.0
Local	One Side	60	34	10	1.0
Local	Both Sides	60	42	10	1.0
Collector	None	80	44	8	1.0

*Parking land width, add ten (10) feet.

TABLE 5-B**MINIMUM REQUIREMENTS FOR STRUCTURAL
COMPOSITION OF PAVEMENTS**

<u>Street Classification</u>	<u>Flexible Alt. #1</u>	<u>Pavements Alt. #2</u>	<u>Rigid Alt. #1</u>	<u>Pavements Alt. #2</u>
MARGINAL LAND ACCESS Residential	4" BAM 2" I-11 Surf.	8" Cr. St. 1 ½" I-11 Bind. 1 ½" I-11 Surf.	6" P.C.C. (15' Plain Jts)	-----
LOCAL Residential	5" BAM 2" I-11 Surf.	8" Cr. St. 2" I-11 Bind. 1 ½" I-11 Surf.	6" P.C.C. (15' Plain Jts)	-----
COLLECTOR Residential	4" BAM 2 ½" I-11 Bind. 2" I-11 Surf.	8" Cr. St. 3" BAM` 1 ½" I-11 Surf.	6" S.R.P.C.C. (40' Dowel Jts)	5" P.C.C. 4" Cr. St./ U.L. (15' Dowel Jts)
LOCAL Commercial and Industrial	4" Bam 2" I-11 Bind. 1 ½" I-11 Surf.	8" Cr. St. 3" BAM 2" I-11 Surf.	6" S.R.P.C.C. (40' Dowel Jts)	6" P.C.C. 4" Cr. St./ U.L. (15' Dowel Jts)
COLLECTOR Commercial and Industrial	6" BAM 2 ½" I-11 Bind. 1 ½" I-11 Surf.	8" Cr. St. 4" BAM 1 ½" I-11 Bind. 1 ½" I-11 Surf.	7" S.R.P.C.C. (40' Dowel Jts) 4" Cr. St./ U.L.	-----

NOTE: Equivalent pavements in addition to those shown above shall be determined by the City Engineer. Should the total pavement thickness exceed 8" the granular base/subbase shall extend under the curb/gutter.

ABBREVIATIONS:

Cr. St.	=	Crushed Stone
BAM	=	Bituminous Aggregate Mixture
U.L.	=	Underlayment
P.C.C.	=	Unreinforced Portland Cement Concrete
S.R.P.C.C.	=	Standard Reinforced Portland Cement Concrete

MAXIMUM LIFT THICKNESS:

Crushed Stone	=	8"
BAM	=	6"
I-11 Binder	=	2 ½"
I-11 Surface	=	2"

FIG. 1
MINIMUM SIGHT
LINES AT
INTERSECTIONS

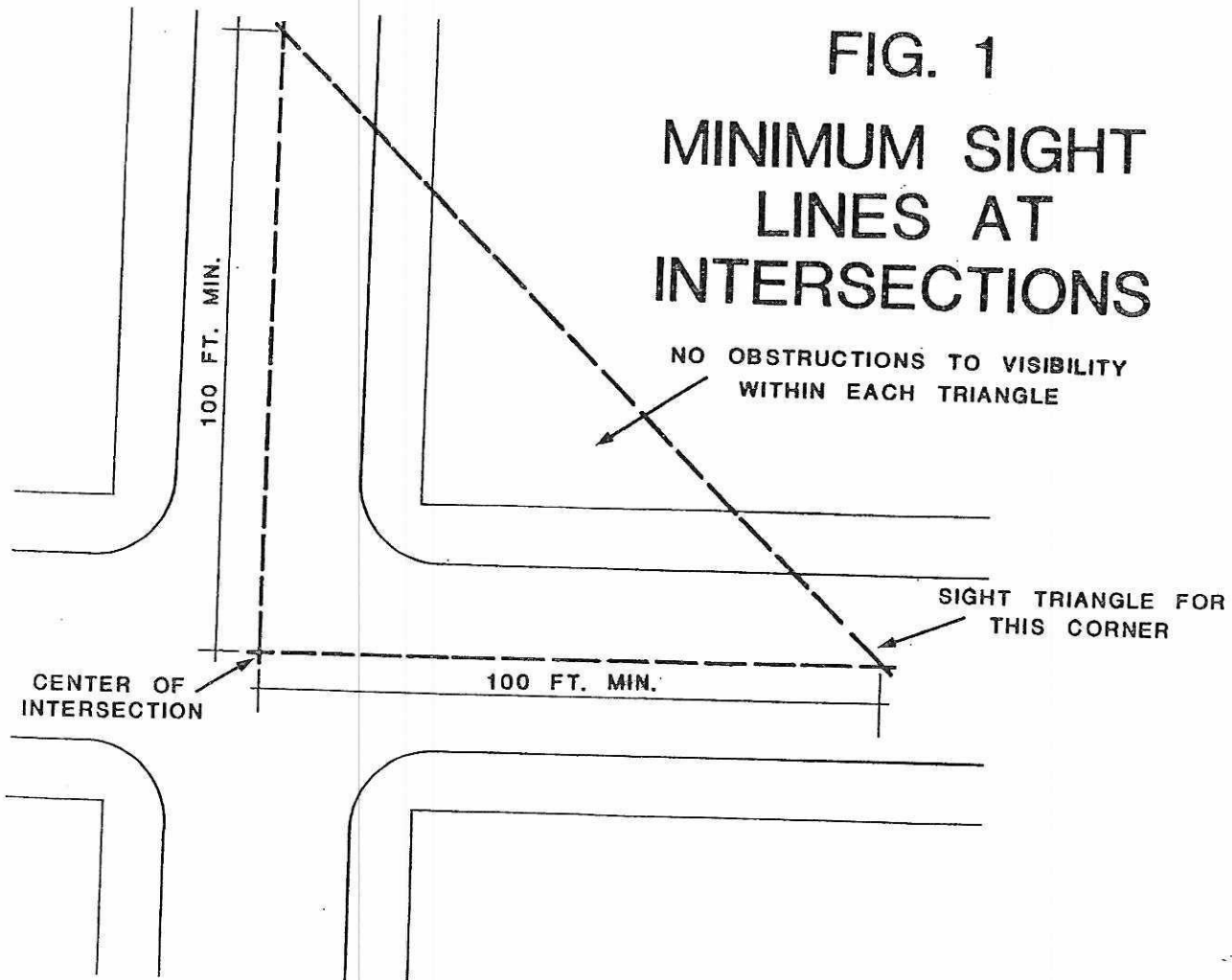


FIG. 2
MINIMUM
REVERSE
CURVES

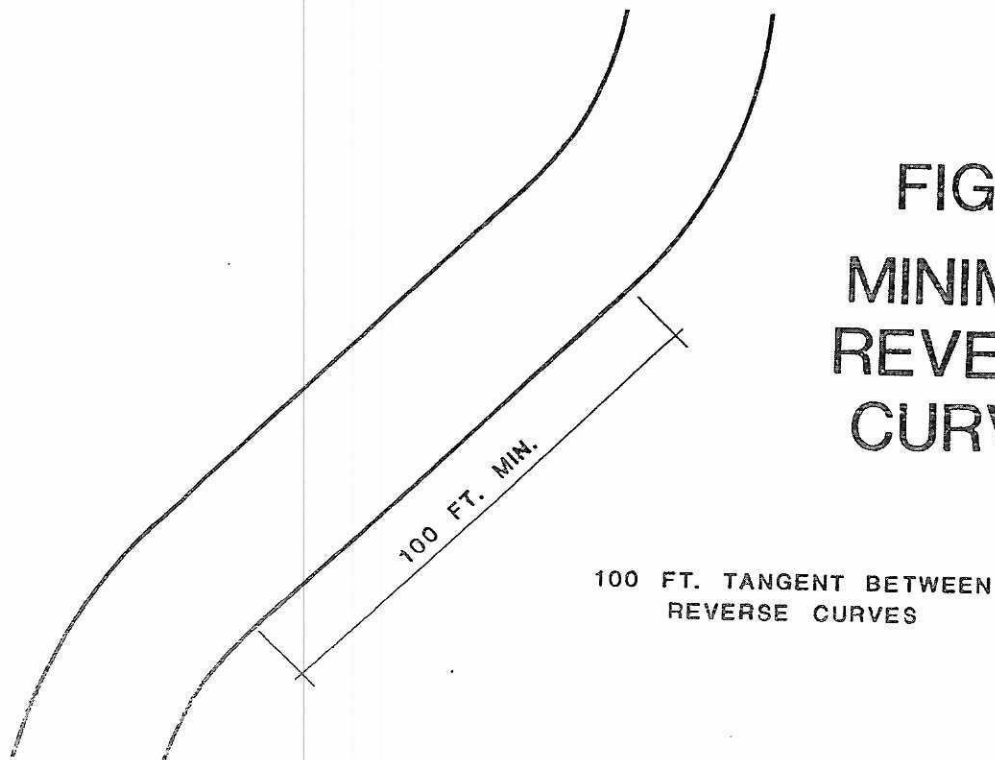
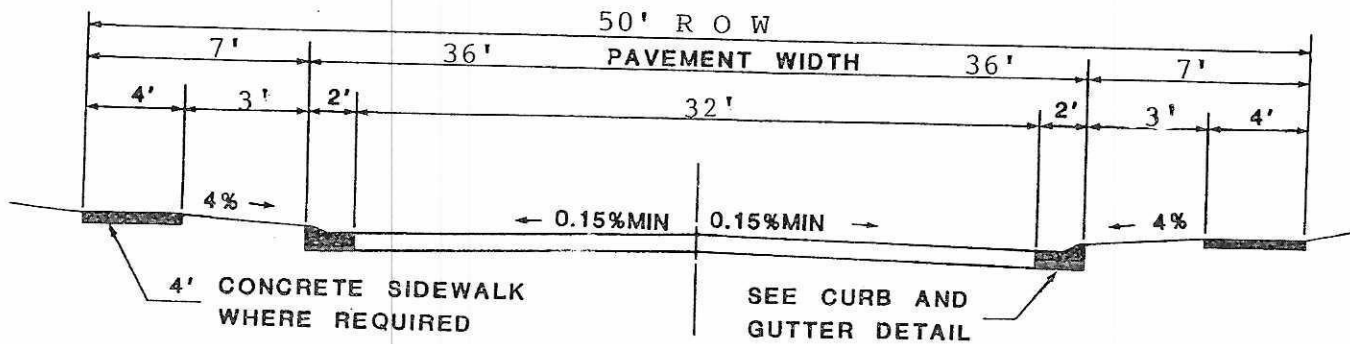


FIG. 3



FIG.4

TYPICAL SECTION
LOCAL STREETS



(See section 34-3-6)

TYPICAL SECTION
ALLEY

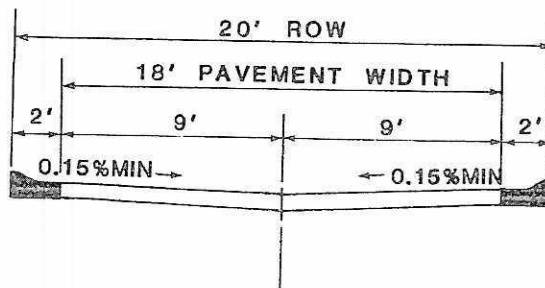
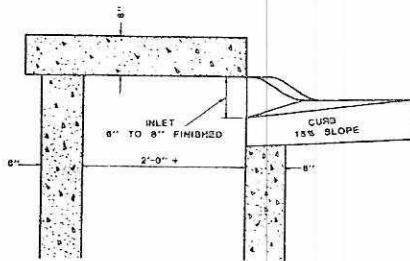
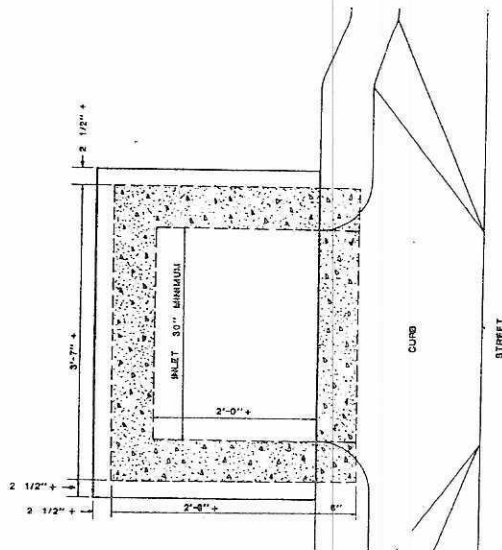
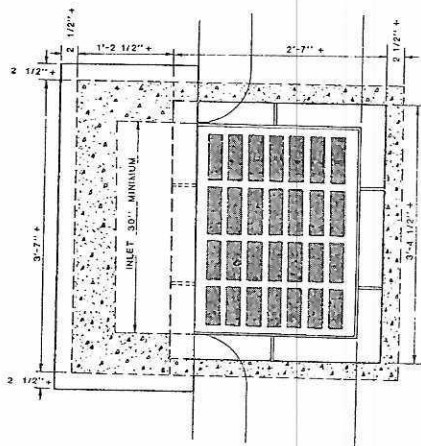
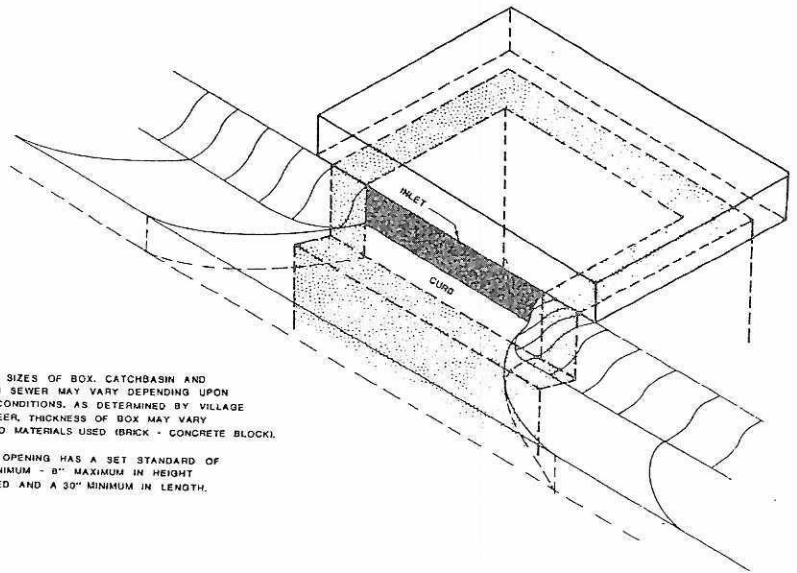


FIG. 5 INLETS



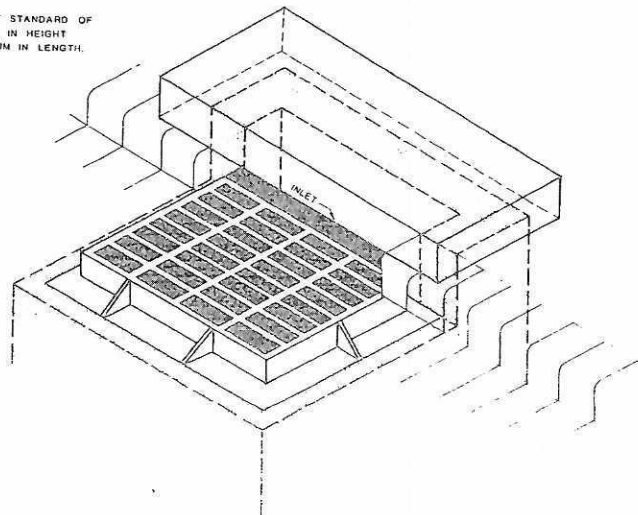
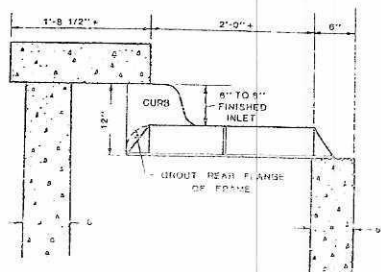
NOTE: SIZES OF BOX, CATCHBASIN AND STORM SEWER MAY VARY DEPENDING UPON SITE CONDITIONS, AS DETERMINED BY VILLAGE ENGINEER. THICKNESS OF BOX MAY VARY DUE TO MATERIALS USED (BRICK - CONCRETE BLOCK).

INLET OPENING HAS A SET STANDARD OF 8" MINIMUM - 8" MAXIMUM IN HEIGHT FINISHED AND A 30" MINIMUM IN LENGTH.



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CHAPTER 35 – TAX INCREMENT FINANCING

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
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CHAPTER 35

TAX INCREMENT FINANCING

ARTICLE I – INTERESTED PARTIES REGISTRY REGISTRATION RULES

35-1-1 **DEFINITIONS.** As used in these Registration Rules, the following terms shall have the definitions set forth below.

(A) **"Act"** shall mean the Tax Increment Allocation Redevelopment Act **65 ILCS 5/11-74.4-1 et seq.** as amended from time to time.

(B) **"City"** shall mean City of Anna, a unit of government under Section 6(a) Article VII of the 1970 Constitution of the State of Illinois.

(C) **"Interested Party(s)"** shall mean (1) any organization(s) active within the City (2) any resident(s) of the City, and (3) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

(D) **"Redevelopment Project Area"** shall mean a redevelopment project area that (1) is intended to qualify (or has subsequently qualified) as a "redevelopment project area" under the Act and (2) is subject to the "interested parties" registry requirements of the Act.

(E) **"Registration Form"** shall mean the form appended to these Registration Rules or such revised form as may be approved by the City consistent with the requirements of the Act.

(F) **"Registry" or "Registries"** shall mean each interested parties registry, and all such registries, collectively, established by the City pursuant to Section 11-74.4-4.2 of the Act for the Redevelopment Project Area.

35-1-2 **ESTABLISHMENT OF REGISTRY.** The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The City shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event, the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by **Section 35-1-10** of these rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.

35-1-3 **MAINTENANCE OF REGISTRY.** The Registries shall be maintained by the City Clerk or his or her designee. In the event the City determines that someone other than the Clerk should maintain the Registries, the City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (a) gives prior written notice to all Interested Parties not less than **thirty (30) days** prior to such transfer and (b) publishes notice of such transfer in a newspaper of general circulation in the City.

35-1-4 **REGISTRATION BY RESIDENTS.** An individual seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the City Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, financial statement, or such other evidence as may be acceptable to the Clerk to establish the individual's current City residency.

35-1-5 **REGISTRATION OF ORGANIZATIONS.** An organization seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the City Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.

35-1-6 DETERMINATION OF ELIGIBILITY. All individuals and organizations whose Registration Form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within **ten (10) business days** of the City Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If the City Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.

35-1-7 RENEWAL AND TERMINATION. An Interested Party's registration shall remain effective for a period of **three (3) years**. At any time after such **three (3) year** period, the City Clerk shall provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within **thirty (30) days** of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such **thirty (30) day** period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional, consecutive **three (3) year** period. If the City Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within **thirty (30) days** of receipt of the Clerk's notice. If all defects are not corrected within **thirty (30) days** of the Interested Person's receipt of the City Clerk's notice, the Interested Person's registration shall be terminated. Any Interested Person whose registration is terminated shall be entitled to register again as if a first-time registrant.

35-1-8 AMENDMENT TO REGISTRATION. An Interested Party may amend its registration by giving written notice to the City Clerk by certified mail of any of the following: (1) a change in address for notice purposes; (2) in the case of organizations, a change in the name of the contact person; and (3) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.

35-1-9 REGISTRIES AVAILABLE FOR PUBLIC INSPECTION. Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and for organizations, the name and phone number of a designated contact person.

35-1-10 NOTICES TO BE SENT TO INTERESTED PARTIES. Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

(A) Pursuant to subsection 74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information. Such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing a time and place for the public hearing for the proposed redevelopment plan.

(B) Pursuant to subsection 74.4-5(a) of the Act, notice of changes to a proposed redevelopment plan that does not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3)

substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed ten (10). Such notice shall be sent by mail not later than **ten (10) days** following the City's adoption by ordinance of such changes.

(C) Pursuant to subsection 74.4-5(c) of the Act, notice of amendments to a previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than **five percent (5%)** after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed ten (10). Such notice shall be sent by mail not later than **ten (10) days** following the City's adoption by ordinance of any such amendment.

(D) Pursuant to subsection 74.4-5(d)(9) of the Act for redevelopment plans or projects that would result in the displacement of residents from **ten (10)** or more inhabited residential units or that contain **seventy-five (75)** or more inhabited residential units, notice of the availability of the annual report described by subsection 74.4-5(d), including how to obtain the annual report. Such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.

(E) Pursuant to subsection 74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of **ten (10)** or more inhabited residential units or which will contain **seventy-five (75)** or more inhabited residential units. Such notice shall be sent by certified mail not less than **fifteen (15) days** before the date of such preliminary public meeting.

35-1-11 NON-INTERFERENCE. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

35-1-12 AMENDMENT OF REGISTRATION RULES. These Registration Rules may be amended by the City subject to and consistent with the requirements of the Act.

(Ord. No. 2021-10; 07-06-21)

(See 65 ILCS 5/11-74.4-1 et seq.)

CITY OF ANNA

TIF INTERESTED PARTIES REGISTRATION FORM

Registration for City Residents: If you are a City of Anna resident and would like to register on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete **Part A** of this form. Proof of residency is required. Please attach to this form a photocopy of one of the following: Driver's License, lease, utility bill, financial statement, or such other evidence as may be suitable to establish your current municipal residency.

Registration for Organizations: If your organization is active in the City of Anna and would like to register on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete **Part B** of this form. Please attach a one-page statement which describes the organization's current operations in the municipality. Note: existing organizational documents that provide this information will also be accepted.

PART A: CITY RESIDENT REGISTRATION (Please Print)

Name: _____
Street Address: _____
City State Zip: _____
Home Telephone: _____

I have attached a copy of _____ as proof that I am a resident of the City of Anna as of the date of this form.

Please list the TIF(s) you are interested in below:

Signature/Title _____ Date _____

Please return this form to:

TIF Interested Parties Registry
City Clerk – City of Anna
103 Market St.
Anna, IL 62906

PART B: ORGANIZATION REGISTRATION (Please Print)

Organization Name: _____

Contact Name: _____

Street Address: _____

City State Zip: _____

Phone Number: _____

Check here _____ if a statement describing your organization's current operations in the City of Anna is attached.

Please list the TIF(s) you are interested in below:

Signature/Title _____ Date _____

Please return this form to:

TIF Interested Parties Registry
City Clerk – City of Anna
103 Market St.
Anna, IL 62906

CHAPTER 36 - TAXATION

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CHAPTER 36

TAXATION

ARTICLE I – GENERALLY

36-1-1 CORPORATE RATE. The maximum rate for general corporate purposes of the City be and the same is hereby established at a rate of **.294%**. **(See 65 ILCS 5/8-3-1)**

36-1-2 POLICE TAX. The maximum rate for police protection purposes of the City be and the same is hereby established at a rate of **.075%**. **(See 65 ILCS 5/11-1-3)**

36-1-3 AUDIT TAX. The City Council may levy a "Municipal Auditing Tax" upon all taxable property in the City which will produce an amount which will equal the cost of all auditing for the City. **(See 65 ILCS 5/8-8-8)**

36-1-4 F.I.C.A. TAX. The City Council may levy a tax upon all taxable property in the City at whatever rate is necessary to participate in the federal Social Security System. **(See 40 ILCS 5/21-101 et seq.)**

36-1-5 GENERAL LIABILITY. The City Council may levy a tax upon all taxable property in the City at whatever rate is necessary to purchase general liability insurance for the City.

36-1-6 GARBAGE TAX. The maximum tax for garbage collection purposes, be and the same is hereby established at a rate of **.20%**. **(See 65 ILCS 5/11-19-4)**

36-1-7 WORKMEN'S COMPENSATION. The maximum tax for Worker's Compensation and Occupational Diseases Claims purposes, be and the same is hereby established at a rate to pay for legal services, purchase insurance, purchase claim services, pay for judgments and settlements. **(See 745 ILCS 10/9-107)**

36-1-8 STREET AND BRIDGE. The maximum tax for Street and Bridge purposes, be and the same is hereby established at a rate of **.06%**. **(See 65 ILCS 5/11-81-1 and 5/11-81-2)**

36-1-9 PUBLIC PARKS TAX. The maximum tax for Public Park purposes, be and the same is hereby established at a rate of **.06%**. **(See 65 ILCS 5/11-98-1)**

36-1-10 FIRE TAX. The maximum tax for fire purposes, be and the same is hereby established at a rate of **.30 per \$100.00**. **(Ord. No. 326)**

ARTICLE II - TAXPAYERS' RIGHTS CODE

36-2-1 **TITLE.** This Article shall be known as, and may be cited as, the "Locally Imposed and Administered Tax Rights and Responsibility Code".

36-2-2 **SCOPE.** The provisions of this Code shall apply to the City's procedures in connection with all of the City's locally imposed and administered taxes.

36-2-3 **DEFINITIONS.** Certain words or terms herein shall have the meaning ascribed to them as follows:

(A) **Act.** "Act" means the "Local Government Taxpayers' Bill of Rights Act".

(B) **Corporate Authorities.** "Corporate Authorities" means the Mayor and City Council.

(C) **Locally Imposed and Administered Tax or "Tax".** "Locally Imposed and Administered Tax" or "Tax" means each tax imposed by the City that is collected or administered by the City not an agency or department of the State. It does not include any taxes imposed upon real property under the Property Tax Code or fees collected by the City other than infrastructure maintenance fees.

(D) **Local Tax Administrator.** "Local Tax Administrator", the City's Treasurer, is charged with the administration and collection of the locally imposed and administered taxes, including staff, employees or agents to the extent they are authorized by the local tax administrator to act in the local tax administrator's stead. The local tax administrator shall have the authority to implement the terms of this Code to give full effect to this Code. The exercise of such authority by the local tax administrator shall not be inconsistent with this Code and the Act.

(E) **City.** "City" means the City of Anna, Illinois.

(F) **Notice.** "Notice" means each audit notice, collection notice or other similar notice or communication in connection with each of the City's locally imposed and administered taxes.

(G) **Tax Ordinance.** "Tax Ordinance" means each ordinance adopted by the City that imposes any locally imposed and administered tax.

(H) **Taxpayer.** "Taxpayer" means any person required to pay any locally imposed and administered tax and generally includes the person upon whom the legal incidence of such tax is placed and with respect to consumer taxes includes the business or entity required to collect and pay the locally imposed and administered tax to the City.

36-2-4 **NOTICES.** Unless otherwise provided, whenever notice is required to be given, the notice is to be in writing mailed not less than **seven (7) calendar days** prior to the day fixed for any applicable hearing, audit or other scheduled act of the local tax administrator. The notice shall be sent by the local tax administrator as follows:

(A) First class or express mail, or overnight mail, addressed to the persons concerned at the persons' last known address, or

(B) Personal service or delivery.

36-2-5 **LATE PAYMENT.** Any notice, payment, remittance or other filing required to be made to the City pursuant to any tax ordinance shall be considered late unless it is:

(A) physically received by the City on or before the due date, or

(B) received in an envelope or other container displaying a valid, readable U.S. postmark dated on or before the due date, properly addressed to the City, with adequate postage prepaid.

36-2-6 **PAYMENT.** Any payment or remittance received for a tax period shall be applied in the following order:

- (A) first to the tax due for the applicable period;
- (B) second to the interest due for the applicable period; and
- (C) third to the penalty for the applicable period.

36-2-7 **CERTAIN CREDITS AND REFUNDS.**

(A) The City shall not refund or credit any taxes voluntarily paid without written protest at the time of payment in the event that a locally imposed and administered tax is declared invalidly enacted or unconstitutional by a court of competent jurisdiction. However, a taxpayer shall not be deemed to have paid the tax voluntarily if the taxpayer lacked knowledge of the facts upon which to protest the taxes at the time of payment or if the taxpayer paid the taxes under duress.

(B) The statute of limitations on a claim for credit or refund shall be **four (4)** or less years after the end of the calendar year in which payment in error was made. The City shall not grant a credit or refund of locally imposed and administered taxes, interest, or penalties to a person who has not paid the amounts directly to the City.

(C) The procedure for claiming a credit or refund of locally imposed and administered taxes, interest or penalties paid in error shall be as follows:

- (1) The taxpayer shall submit to the local tax administrator in writing a claim for credit or refund together with a statement specifying:
 - (a) the name of the locally imposed and administered tax subject to the claim;
 - (b) the tax period for the locally imposed and administered tax subject to the claim;
 - (c) the date of the tax payment subject to the claim and the cancelled check or receipt for the payment;
 - (d) the taxpayer's recalculation, accompanied by an amended or revised tax return, in connection with the claim; and
 - (e) a request for either a refund or a credit in connection with the claim to be applied to the amount of tax, interest and penalties overpaid, and, as applicable, related interest on the amount overpaid; provided, however, that there shall be no refund and only a credit given in the event the taxpayer owes any monies to the City.
- (2) Within **ten (10) days** of the receipt by the local tax administrator of any claim for a refund or credit, the local tax administrator shall either:
 - (a) grant the claim; or
 - (b) deny the claim, in whole or in part, together with a statement as to the reason for the denial or the partial grant and denial.
- (3) In the event the local tax administrator grants, in whole or in part, a claim for refund or credit, the amount of the grant for refund or credit shall bear interest at the rate of **six percent (6%)** per annum, based on a year of **three hundred sixty-five (365) days** and the number of days elapsed, from the date of the overpayment to the date of mailing of a refund check or the grant of a credit.

36-2-8 **AUDIT PROCEDURE.** Any request for proposed audit pursuant to any local administered tax shall comply with the notice requirements of this Code.

- (A) Each notice of audit shall contain the following information:
- (1) the tax;
 - (2) the time period of the audit; and
 - (3) a brief description of the books and records to be made available for the auditor.

(B) Any audit shall be conducted during normal business hours and if the date and time selected by the local tax administrator is not agreeable to the taxpayer, another date and time may be requested by the taxpayer within **thirty (30) days** after the originally designated audit and during normal business hours.

(C) The taxpayer may request an extension of time to have an audit conducted. The audit shall be conducted not less than **seven (7) days** nor more than **thirty (30) days** from the date the notice is given, unless the taxpayer and the local tax administrator agreed to some other convenient time. In the event taxpayer is unable to comply with the audit on the date in question, the taxpayer may request another date within the **thirty (30) days**, approved in writing, that is convenient to the taxpayer and the local tax administrator.

(D) Every taxpayer shall keep accurate books and records of the taxpayer's business or activities, including original source documents and books of entry denoting the transactions which had given rise or may have given rise to any tax liability, exemption or deduction. All books shall be kept in the English Language and shall be subject to and available for inspection by the City.

(E) It is the duty and responsibility of every taxpayer to make available its books and records for inspection by the City. If the taxpayer or tax collector fails to provide the documents necessary for audit within the time provided, the local tax administrator may issue a tax determination and assessment based on the tax administrator's determination of the best estimate of the taxpayer's tax liability.

(F) If an audit determines there has been an overpayment of a locally imposed and administered tax as a result of the audit, written notice of the amount of overpayment shall be given to the taxpayer within **thirty (30) days** of the City's determination of the amount of overpayment.

(G) In the event a tax payment was submitted to the incorrect local governmental entity, the local tax administrator shall notify the local governmental entity imposing such tax.

36-2-9 APPEAL.

(A) The local tax administrator shall send written notice to a taxpayer upon the local tax administrator's issuance of a protestable notice of tax due, a bill, a claim denial, or a notice of claim reduction regarding any tax. The notice shall include the following information:

- (1) the reason for the assessment;
- (2) the amount of the tax liability proposed;
- (3) the procedure for appealing the assessment; and
- (4) the obligations of the City during the audit, appeal, refund and collection process.

(B) A taxpayer who receives written notice from the local tax administrator of a determination of tax due or assessment may file with the local tax administrator a written protest and petition for hearing, setting forth the basis of the taxpayer's request for a hearing. The written protest and petition for hearing must be filed with the local tax administrator within **forty-five (45) days** of receipt of the written notice of the tax determination and assessment.

(C) If a timely written notice and petition for hearing is filed, the local tax administrator shall fix the time and place for hearing and shall give written notice to the taxpayer. The hearing shall be scheduled for a date within **fourteen (14) days** of receipt of the written protest and petition for hearing, unless the taxpayer requests a later date convenient to all parties.

(D) If a written protest and petition for hearing is not filed within the **forty-five (45) day** period, the tax determination, audit or assessment shall become a final bill due and owing without further notice.

(E) Upon the showing of reasonable cause by the taxpayer and the full payment of the contested tax liability along with interest accrued as of the due date of the tax, the local tax administrator may reopen or extend the time for filing a written protest and petition for hearing. In no event shall the time for filing a written protest and petition for hearing be reopened or extended for more than **ninety (90) days** after the expiration of the **forty-five (45) day** period.

36-2-10 HEARING.

(A) Whenever a taxpayer or a tax collector has filed a timely written protest and petition for hearing under **Section 36-2-9**, above, the local tax administrator shall conduct a hearing regarding any appeal.

(B) No continuances shall be granted except in cases where a continuance is absolutely necessary to protect the rights of the taxpayer. Lack of preparation shall not be grounds for a continuance. Any continuance granted shall not exceed **fourteen (14) days**.

(C) At the hearing the local tax administrator shall preside and shall hear testimony and accept any evidence relevant to the tax determination, audit or assessment. The strict rules of evidence applicable to judicial proceedings shall not apply.

(D) At the conclusion of the hearing, the local tax administrator shall make a written determination on the basis of the evidence presented at the hearing. The taxpayer or tax collector shall be provided with a copy of the written decision.

36-2-11 INTEREST AND PENALTIES. In the event a determination has been made that a tax is due and owing, through audit, assessment or other bill sent, the tax must be paid within the time frame otherwise indicated.

(A) **Interest.** The City hereby provides for the amount of interest to be assessed on a late payment, underpayment, or nonpayment of the tax to be **six percent (6%)** per annum, based on a year of **three hundred sixty-five (365) days** and the number of days elapsed.

(B) **Late Filing and Payment Penalties.** If a tax return is not filed within the time and manner provided by the controlling tax ordinance, a late filing penalty, of **five percent (5%)** of the amount of tax required to be shown as due on a return shall be imposed; and a late payment penalty of **five percent (5%)** of the tax due shall be imposed. If no return is filed within the time or manner provided by the controlling tax ordinance and prior to the City issuing a notice of tax delinquency or notice of tax liability, then a failure to file penalty shall be assessed equal to **twenty-five percent (25%)** of the total tax due for the applicable reporting period for which the return was required to be filed. A late filing or payment penalty shall not apply if a failure to file penalty is imposed by the controlling ordinance.

36-2-12 ABATEMENT. The local tax administrator shall have the authority to waive or abate any late filing penalty, late payment penalty or failure to file penalty if the local tax administrator shall determine reasonable cause exists for delay or failure to make a filing.

36-2-13 INSTALLMENT CONTRACTS. The City may enter into an installment contract with the taxpayer for the payment of taxes under the controlling tax ordinance. The local tax administrator may not cancel any installment contract so entered unless the taxpayer fails to pay any amount due and owing. Upon written notice by the local tax administrator that the payment is **thirty (30) days** delinquent, the taxpayer shall have **fourteen (14) working days** to cure any delinquency. If the taxpayer fails to cure the delinquency within the **fourteen (14) day** period or fails to demonstrate good faith in restructuring the installment contract with the local administrator, the installment contract shall be canceled without further notice to the taxpayer.

36-2-14 STATUTE OF LIMITATIONS. The City, through the local tax administrator, shall review all tax returns in a prompt and timely manner and inform taxpayers of any amounts due and owing. The taxpayer shall have **forty-five (45) days** after receiving notice of the reviewed tax returns to make any request for refund or provide any tax still due and owing.

(A) No determination of tax due and owing may be issued more than **four (4) years** maximum after the end of the calendar year for which the return for the applicable period was filed or for the calendar year in which the return for the applicable period was due, whichever occurs later.

(B) If any tax return is not filed or if during any **four (4) year** period for which a notice of tax determination or assessment may be issued by the City, the tax paid was less than **seventy-five percent (75%)** of the tax due, the statute of limitations shall be **six (6) years** maximum after the end of the calendar year in which return for the applicable period was due or end of the calendar year in which the return for the applicable period was filed.

(C) No statute of limitations shall not apply if a fraudulent tax return was filed by the taxpayer.

36-2-15 VOLUNTARY DISCLOSURE. For any locally imposed and administered tax for which a taxpayer has not received a written notice of an audit, investigation, or assessment from the local tax administrator, a taxpayer is entitled to file an application with the local tax administrator for a voluntary disclosure of the tax due. A taxpayer filing a voluntary disclosure application must agree to pay the amount of tax due, along with interest of **one percent (1%)** per month, for all periods prior to the filing of the application but not more than **four (4) years** before the date of filing the application. A taxpayer filing a valid voluntary disclosure application may not be liable for any additional tax, interest, or penalty for any period before the date the application was filed. However, if the taxpayer incorrectly determined and underpaid the amount of tax due, the taxpayer is liable for the underpaid tax along with applicable interest on the underpaid tax, unless the underpayment was the result of fraud on the part of the taxpayer, in which case the application shall be deemed invalid and void. The payment of tax and interest must be made by no later than **ninety (90) days** after the filing of the voluntary disclosure application or the date agreed to by the local tax administrator. However, any additional amounts owed as a result of an underpayment of tax and interest previously paid under this Section must be paid within **ninety (90) days** after a final determination and the exhaustion of all appeals of the additional amount owed or the date agreed to by the local tax administrator, whichever is longer.

36-2-16 PUBLICATION OF TAX ORDINANCES. Any locally administered tax ordinance shall be published via normal or standard publishing requirements. The posting of a tax ordinance on the Internet shall satisfy the publication requirements. Copies of all tax ordinances shall be made available to the public upon request at the City Clerk's office.

36-2-17 INTERNAL REVIEW PROCEDURE. The local tax administrator shall establish an internal review procedure regarding any liens filed against any taxpayers for unpaid taxes. Upon a determination by the local tax administrator that the lien is valid, the lien shall remain in full force and effect. If the lien is determined to be improper, the local tax administrator shall:

- (A) timely remove the lien at the City's expense;
- (B) correct the taxpayer's credit record; and
- (C) correct any public disclosure of the improperly imposed lien.

36-2-18 APPLICATION. This Ordinance shall be liberally construed and administered to supplement all of the City's tax ordinances. To the extent that any tax ordinance is in conflict with or inconsistent with this ordinance, this ordinance shall be controlling.

(See 50 ILCS 45/1 et seq.)

ARTICLE III - SIMPLIFIED TELECOMMUNICATIONS TAX

36-3-1 **DEFINITIONS.** As used in this Article, the following terms shall have the following meanings:

(A) **"Amount Paid"** means the amount charged to the taxpayer's service address in such municipality regardless of where such amount is billed or paid.

(B) **"Department"** means the Illinois Department of Revenue.

(C) **"Gross Charge"** means the amount paid for the act or privilege of originating or receiving telecommunications in such a municipality and for all services and equipment provided in connection therewith by a retailer, valued in money whether paid in money or otherwise, including cash, credits, services and property of every kind or nature, and shall be determined without any deduction on account of the cost of such telecommunications, the cost of the materials used, labor or service costs or any other expense whatsoever. In case credit is extended, the amount thereof shall be included only as and when paid. "Gross charges" for private line service shall include charges imposed at each channel termination point within a municipality that has imposed a tax under this Article and charges for the portion of the inter-office channels provided within that municipality. Charges for that portion of the inter-office channel connecting **two (2)** or more channel termination points, one or more of which is located within the jurisdictional boundary of such municipality, shall be determined by the retailer by multiplying an amount equal to the total charge for the inter-office channel by a fraction, the numerator of which is the number of channel termination points that are located within the jurisdictional boundary of the municipality and the denominator of which is the total number of channel termination points connected by the inter-office channel. However, "gross charge" shall not include any of the following:

- (1) any amounts added to a purchaser's bill because of a charge made pursuant to:
 - (a) the tax imposed by this Section,
 - (b) the tax imposed by the Telecommunications Excise Tax Act,
 - (c) the tax imposed by Section 4251 of the Internal Revenue Code,
 - (d) 911 surcharges, or
 - (e) charges added to customers' bills pursuant to the provisions of Section 9-221 or 9-222 of the Public Utilities Act, as amended, or any similar charges added to customers' bills by retailers who are not subject to rate regulation by the Illinois Commerce Commission for the purpose of recovering any of the tax liabilities or other amounts specified in those provisions of the Public Utilities Act.
- (2) charges for a sent collect telecommunication received outside the City.
- (3) charges for leased time on equipment or charges for the storage of data or information or subsequent retrieval or the processing of data or information intended to change its form or content. Such equipment includes, but is not limited to, the use of calculators, computers, data processing equipment, tabulating equipment, or accounting equipment and also includes the usage of computers under a time-sharing agreement.
- (4) charges for customer equipment, including such equipment that is leased or rented by the customer from any source, wherein such charges are disaggregated and separately identified from other charges.
- (5) charges to business enterprises certified as exempt under Section 9-222.1 of the Public Utilities Act to the extent of such exemption and during the period of time specified by the Department of Commerce and Economic Opportunity.
- (6) charges for telecommunications and all services and equipment provided in connection therewith between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries when the tax imposed under this Act has already been paid to a retailer and only to

the extent that the charges between the parent corporation and wholly owned subsidiaries or between wholly owned subsidiaries represent expense allocation between the corporations and not the generation of profit for the corporation rendering such service.

- (7) bad debts ("bad debt" means any portion of a debt that is related to a sale at retail for which gross charges are not otherwise deductible or excludable that has become worthless or uncollectible, as determined under applicable federal income tax standards; if the portion of the debt deemed to be bad is subsequently paid, the retailer shall report and pay the tax on that portion during the reporting period in which the payment is made).
- (8) charges paid by inserting coins in coin-operated telecommunications devices.
- (9) amounts paid by telecommunications retailers under the Telecommunications Infrastructure Maintenance Fee Act.
- (10) Charges for nontaxable services or telecommunications if:
 - (a) those charges are aggregated with other charges for telecommunications that are taxable,
 - (b) those charges are not separately stated on the customer bill or invoice, and
 - (c) the retailer can reasonably identify the nontaxable charges on the retailer's books and records kept in the regular course of business.

If the nontaxable charges cannot reasonably be identified, the gross charge from the sale of both taxable and nontaxable services or telecommunications billed on a combined basis shall be attributed to the taxable services or telecommunications. The burden of proving nontaxable charges shall be on the retailer of the telecommunications.

(D) **"Interstate Telecommunications"** means all telecommunications that either originate or terminate outside this State.

(E) **"Intrastate Telecommunications"** means all telecommunications that originate and terminate within this State.

(F) **"Person"** means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, or a receiver, trustee, guardian, or other representative appointed by order of any court, the Federal and State governments, including State universities created by statute, or any city, town, county, or other political subdivision of this State.

(G) **"Purchase at Retail"** means the acquisition, consumption or use of telecommunications through a sale at retail.

(H) **"Retailer"** means and includes every person engaged in the business of making sales at retail as defined in this Section. The Department may, in its discretion, upon application, authorize the collection of the tax hereby imposed by any retailer not maintaining a place of business within this State, who, to the satisfaction of the Department, furnishes adequate security to insure collection and payment of the tax. Such retailer shall be issued, without charge, a permit to collect such tax. When so authorized, it shall be the duty of such retailer to collect the tax upon all of the gross charges for telecommunications in this State in the same manner and subject to the same requirements as a retailer maintaining a place of business within this State. The permit may be revoked by the Department at its discretion.

(I) **"Retailer maintaining a place of business in this State"**, or any like term, means and includes any retailer having or maintaining within the State, directly or by a subsidiary, an office, distribution facilities, transmission facilities, sales office, warehouse or other place of business, or any agent or other representative operating within this State under the authority of the retailer or its subsidiary, irrespective of whether such place of business or agent or other representative is located here permanently or temporarily, or whether such retailer or subsidiary is licensed to do business in this State.

(J) **"Sale at Retail"** means the transmitting, supplying or furnishing of telecommunications and all services and equipment provided in connection therewith for a consideration, to persons other than the Federal and State governments, and State universities created by statute and other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries for their use or consumption and not for resale.

(K) **"Service address"** means the location of telecommunications equipment from which telecommunications services are originated or at which telecommunications services are received by a taxpayer. In the event this may not be a defined location, as in the case of mobile phones, paging systems, and maritime systems, service address means the customer's place of primary use as defined in the Mobile Telecommunications Sourcing Conformity Act. For air-to-ground systems and the like, "service address" shall mean the location of a taxpayer's primary use of the telecommunications equipment as defined by telephone number, authorization code, or location in Illinois where bills are sent.

(L) **"Taxpayer"** means a person who individually or through his or her agents, employees, or permittees, engages in the act or privilege of originating or receiving telecommunications in a municipality and who incurs a tax liability as authorized by the Article.

(M) **"Telecommunications"**, in addition to the meaning ordinarily and popularly ascribed to it, includes, without limitation, messages or information transmitted through use of local, toll, and wide area telephone service, private line services, channel services, telegraph services, teletypewriter, computer exchange services, cellular mobile telecommunications service, specialized mobile radio, stationary two-way radio, paging service, or any other form of mobile and portable one-way or two-way communications, or 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. As used in this Article, "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 group of channels, from one or more specified locations to one or more other specified locations. The definition of "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 purchases 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 taxable end-to-end communications. Carrier access charges, right of access charges, charges for use of inter-company facilities, and all telecommunications resold in the subsequent provision of, used as a component of, or integrated into, end-to-end telecommunications service shall be non-taxable as sales for resale. Prepaid telephone calling arrangements shall not be considered "telecommunications" subject to the tax imposed under this Act. For purposes of this Section, "prepaid telephone calling arrangements" means that term as defined in Section 2-27 of the Retailers' Occupation Tax Act.

36-3-2 SIMPLIFIED MUNICIPAL TELECOMMUNICATIONS TAX IMPOSED. A tax is hereby imposed upon any and all of the following acts or privileges:

(A) The act or privilege of originating in the City or receiving in the City intrastate telecommunications by a person at a rate of **six percent (6%)** of the gross charge for such telecommunications purchased at retail from a retailer. To prevent actual multi-municipal taxation of the act or privilege that is subject to taxation under this subsection, any taxpayer, upon proof that the taxpayer has paid a tax in another municipality on that event, shall be allowed a credit against any tax enacted pursuant to or authorized by this Section to the extent of the amount of the tax properly due and paid in the municipality that was not previously allowed as a credit against any other municipal tax. **(Ord. No. 2022-03; 02-01-22)**

(B) The act or privilege of originating in the City or receiving in the City interstate telecommunications by a person at a rate of **six percent (56%)** of the gross charge for such telecommunications purchased at retail from a retailer. To prevent actual multi-state or multi-municipal taxation of the act or privilege that is subject to taxation under this Section, any taxpayer, upon proof that the taxpayer has paid a tax in another state or municipality in this State on such event, shall be allowed a credit against any tax enacted pursuant to or authorized by this Section to the extent of the amount of such tax properly due and paid in such other state or such tax properly due and paid in a municipality in this State which was not previously allowed as a credit against any other state. **(Ord. No. 2022-03; 02-01-22)**

(C) The tax imposed by this Article is not imposed on such act or privilege to the extent such act or privilege may not, under the Constitution and statutes of the United States, be made the subject of taxation by the City.

36-3-3 COLLECTION OF TAX BY RETAILERS.

(A) The tax authorized by this Article shall be collected from the taxpayer by a retailer maintaining a place of business in this State and shall be remitted by such retailer to the Department. Any tax required to be collected pursuant to or as authorized by this Article and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers shall collect the tax from the taxpayer by adding the tax to the gross charge for the act or privilege of originating or receiving telecommunications when sold for use, in the manner prescribed by the Department. The tax authorized by this Article shall constitute a debt of the taxpayer to the retailer until paid, and, if unpaid, is recoverable at law in the same manner as the original charge for such sale at retail. If the retailer fails to collect the tax from the taxpayer, then the taxpayer shall be required to pay the tax directly to the Department in the manner provided by the Department.

(B) Whenever possible, the tax authorized by this Article shall, when collected, be stated as a distinct item separate and apart from the gross charge for telecommunications.

36-3-4 RETURNS TO DEPARTMENT. On or before the last day of **February, 2011**, and on or before the last day of each month thereafter, the tax imposed under this Article on telecommunication retailers shall be returned with appropriate forms and information as required by the Department pursuant to the Illinois Simplified Municipal Telecommunications Tax Act (Public Act 92-526, Section 5-50) and any accompanying rules and regulations created by the Department to implement this Act.

36-3-5 RESELLERS.

(A) If a person who originates or receives telecommunications claims to be a reseller of such telecommunications, such person shall apply to the Department for a resale number. Such applicant shall state facts which will show the Department why such applicant is not liable for the tax authorized by this Article on any of such purchases and shall furnish such additional information as the Department may reasonably require.

(B) Upon approval of the application, the Department shall assign a resale number to the applicant and shall certify such number to the applicant. The Department may cancel any number which is obtained through misrepresentation, or which is used to send or receive such telecommunications tax-free when such actions in fact are not for resale, or which no longer applies because of the person's having discontinued the making of resales.

(C) Except as provided hereinabove in this Section, the act or privilege of originating or receiving telecommunications in this State shall not be made tax-free on the ground of being a sale for resale unless the person has an active resale number from the Department and furnishes that number to the retailer in connection with certifying to the retailer that any sale to such person is non-taxable because of being a sale for resale.

(Ord. No. 2011-11; 08-02-11)

ARTICLE IV – GAS TAX

36-4-1 TAX IMPOSED. A tax is imposed on all persons engaged in the following occupations or privileges:

(A) Persons engaged in the business of distributing, supplying, furnishing or selling gas for use or consumption within City and not for resale, at the rate of **five percent (5%)** of the gross receipts therefrom.

36-4-2 EXCEPTIONS. None of the taxes authorized by this Article may be imposed with respect to any transaction in interstate commerce or otherwise to the extent to which such business may not, under the Constitution and Statutes of the United States, be made subject to taxation by this State or any political subdivision thereof; nor shall any person engaged in the business of distributing, supplying, furnishing or selling gas, be subject to taxation under the provisions of this Section for such transactions as are or may become subject to taxation under the provisions of this Section for such transactions as are or may become subject to taxation under the provisions of the "**Municipal Retailers' Occupation Tax Act**" authorized by Chapter 65, Sec. 5/8-11-1, Illinois Compiled Statutes, nor shall any tax authorized by this Section be imposed upon any person engaged in the business unless such tax is imposed in like manner and at the same rate upon all persons engaged in the business of the same class in the Municipality, whether privately or municipally owned or operated. All accounts of the City shall be exempt from the taxes imposed by this ordinance.

36-4-3 ADDITIONAL TAXES. Such tax shall be in addition to the payment of money, or value of products or services furnished to this Municipality by the taxpayer as compensation for the use of its streets, alleys, or other public places, or installation and maintenance therein, thereon or thereunder of poles, wires, pipes or other equipment used in the operation of the taxpayers' business.

36-4-4 DEFINITIONS. For the purposes of this Article, the following definitions shall apply:

"GROSS RECEIPTS" means the consideration received for distributing, supplying, furnishing or selling gas for use or consumption and not for resale, except for that consideration received from the City; and for all services rendered in connection therewith valued in money, whether received in money or otherwise, including cash, credit, services and property of every kind and material and for all services rendered therewith, and shall be determined without any deduction on account of the cost of transmitting such messages without any deduction on account of the service, product or commodity supplied, the cost of materials used, labor or service costs, or any other expenses whatsoever.

"PERSON" means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint adventure, corporation, municipal corporation or political subdivision of this State, or a receiver, trustee, conservator or other representative appointed by order of any court.

36-4-5 REPORTS TO MUNICIPALITY. On or before the last day of September, each taxpayer shall make a return to the City Treasurer for the months of April, May and June, 2007, stating:

- (A) His name.
- (B) His principal place of business.
- (C) His gross receipts during those months upon the basis of which the tax is imposed.
- (D) Amount of tax.
- (E) Such other reasonable and related information as the corporate authorities may require.

On or before the last day of every third month thereafter, each taxpayer shall make a like return to the City Treasurer for a corresponding **three (3) month** period.

The taxpayer making the return herein provided for shall, at the time of making such return, pay to the City Treasurer, the amount of tax herein imposed; provided that in connection with any return the taxpayer may, if he so elects, report and pay an amount based upon his total billings of business subject to the tax during the period for which the return is made (exclusive of any amounts previously billed) with prompt adjustments of later payments based upon any differences between such billings and the taxable gross receipts.

36-4-6 CREDIT FOR OVER-PAYMENT. If it shall appear that an amount of tax has been paid which was not due under the provisions of this Article, whether as the result of a mistake of fact or an error of law, then such amount shall be credited against any tax due, or to become due, under this Article from the taxpayer who made the erroneous payment; provided that no amounts erroneously paid more than **three (3) years** prior to the filing of a claim therefor shall be so credited.

No action to recover any amount of tax due under the provisions of this Article shall be commenced more than **three (3) years** after the due date of such amount.

36-4-7 PENALTY. Any taxpayer who fails to make a return, or who makes a fraudulent return, or who willingly violates any other provision of this Article shall, upon conviction, be fined as provided in **Section 1-1-20** of the City Code and in addition, shall be liable in a civil action for the amount of tax due.

(See 65 ILCS Sec. 5/8-11-2)

ARTICLE V – CANNABIS TAX

36-5-1 TAX IMPOSED. A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act, at retail in this City at the rate of **three percent (3%)** of the gross receipts from such cannabis sales made in the City.

The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-23 of the Illinois Municipal Code **(65 ILCS 5/8-11-23)**.

36-5-2 ILLINOIS DEPARTMENT OF REVENUE TO ADMINISTER. The tax hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Article.

36-5-3 CLERK TO FILE ORDINANCE WITH ILLINOIS DEPARTMENT OF REVENUE. The City Clerk is hereby directed to file a certified copy of this Article with the Illinois Department of Revenue on or before **April 1, 2020**.

36-5-4 EFFECTIVE DATE. This Article shall take effect on **July 1, 2020** if filed with the Department of Revenue on or before **April 1, 2020**. For ordinances filed thereafter, this Article shall take effect on (i) the first day of July next following the adoption and filing of this Article with the Department of Revenue, if filed on or before the preceding **April 1st** or (ii) the first day of January next following the adoption and filing of this Article with the Department of Revenue, if filed on or before the preceding **October 1st**.

(Ord. No. 2020-03; 03-19-20)

ARTICLE VI - FOREIGN FIRE INSURANCE COMPANIES

36-6-1 CONFORMANCE. It shall be unlawful for any corporation or association, not incorporated under the laws of the State of Illinois to engage in the City in effecting fire insurance or to transact any business of fire insurance in this City, while in default by not fully complying with any of the requirements of this Section, and until such requirements shall have been fully complied with; but this provision shall not relieve any company, corporation or association from the payment of any risk that may be undertaken in violation of this Section.

36-6-2 FEES. Any such corporation, company or association not incorporated under the laws of the State of Illinois, which is engaged in the City in effecting fire insurance, shall pay the City Treasurer for the maintenance, use, and benefit of the Fire Department of the City, a sum of money equal in amount to **two percent (2%)** per annum of the gross receipts received as premiums upon fire insurance policies by any and all agents of such corporation, company, association during the year ending on the first day of July in each year, for any insurance effected or agreed to be effected on property located in the City by or with such corporation, company, or association during such year.

36-6-3 REQUIRED REPORTS. Every person acting in the City as agent for or on behalf of any such corporation, company, or association shall, on or before the **fifteenth (15th) day** of July of each and every year, render the City Clerk a full, true, and just account verified by oath of all premiums upon fire insurance policies which, during the year ending the first day of July preceding such report, shall have been received by him, or by some other person for him, in his behalf of any such corporation, company or association on property located in the City. Such agent shall also, at the time of rendering the aforesaid report, pay to the City Treasurer the sum of money for which company, corporation, or association represented by him is chargeable, by virtue of the provisions of this Section.

36-6-4 RECOVERY OF MONIES. The sum of money for which such company, corporation, or association is so chargeable may be recovered of it, or its agents or agent, by an action in the name of and for the use of the City as for money had and received. Nothing in this Section shall be held to exempt any person, corporation, company, association from indictment and conviction under the provisions of an act entitled "An Act to enable cities, towns, and villages, organized under any general or special law, to levy and collect a tax or license fee from foreign insurance companies for the benefit of organized fire department," in force **July 1, 1895**.

36-6-5 UNLAWFUL OPERATION. No insurance agent in the City shall have any insurance business or dealings with any company, association, or corporation not incorporated under the laws of this state, which shall be in default for not reporting or making payments as hereinbefore provided, until it shall have complied with all the requirements of this Section.

36-6-6 PENALTY. Any person violating any of the provisions of this Section shall, upon conviction, be fined as provided in **Section 1-1-20** of the City Code.

CHAPTER 37 – TREE CODE

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CHAPTER 37

TREE CODE

ARTICLE I - GENERALLY

37-1-1 PURPOSE. This Code is intended to enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property. To that end the City Council herein delegates the authority and responsibility for managing public trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

37-1-2 DEFINITIONS. As used within this Chapter, the following words and phrases shall have the meanings indicated:

(A) **Damage.** An injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

(B) **Nuisance.** Any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

(C) **Parkway.** The area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

(D) **Public Property.** All grounds and rights-of-way (ROWS) owned or maintained by the City.

(E) **Public Tree.** Any tree or woody vegetation on City-owned or City-maintained property or rights-of-way.

(F) **Top or Topping.** The non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree as to remove the normal canopy and disfigure the tree.

37-1-3 AUTHORITY AND POWER.

(A) **Delegation of Authority and Responsibility.** The City of Anna Public Works Department Manager and/or his designee, hereinafter referred to as the "Public Works Manager," shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

(B) **Coordination Among City Departments.** All City departments will coordinate as necessary with the Public Works Manager and will provide services as required to ensure compliance with this Chapter as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties not under direct jurisdiction of the Public Works Manager.

(C) **Interference.** No person shall hinder, prevent, delay, or interfere with the Public Works Manager or his agents while engaged in carrying out the execution or enforcement of this Chapter.

37-1-4 TREE ADVISORY BOARD. The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

(A) **Membership.** The Board shall consist of **seven (7) members** approved by the City Council. Members of the Board will serve without compensation.

(B) **Term of Office.** Board members shall be appointed for **three (3) year** staggered terms. If a vacancy shall occur during the term of any member, a successor shall be appointed by the City Council.

(C) **Officers.** The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.

(D) **Meetings.** The Board shall meet a minimum of **four (4) times** each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.

(E) **Duties.** The Board shall act in an advisory capacity to the Director and shall:

- (1) Coordinate and promote Arbor Day activities;
- (2) Review and update a **five (5) year** plan to plant and maintain trees on City property;
- (3) Support public awareness and education programs relating to trees;
- (4) Review City department concerns relating to tree care;
- (5) Submit an annual report of its activities to the City Council;
- (6) Assist with the annual application to renew the Tree City USA designation;
- (7) Develop a list of recommended trees for planting on City property, and a list of prohibited species; and
- (8) Other duties that may be assigned by the City Council.

37-1-5 TREE PLANTING AND CARE STANDARDS.

(A) **Standards.** All planting and maintenance of public trees shall conform to the current/contemporary American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations", a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture. **(Exhibit "A" on file at City Hall.)**

(B) **Requirements for Franchise Utility Companies.** The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.

(C) **Tree Species List.** The Public Works Manager shall develop and maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (**twenty (20) feet** or less in height at maturity) and Shade (greater than **twenty (20) feet** at maturity). Only trees from this approved list may be planted without written approval from the Public Works Manager.

(D) **Planting Distances.** The Public Works Manager shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within **ten (10) feet** of a fire hydrant.

(E) **Planting Trees under Electric Utility Lines.** Only trees listed as Ornamental trees on the official City tree species list may be planted under or within **fifteen (15) lateral feet** of any overhead utility wire.

(F) **Protection of Public Trees During Construction.** Any person, firm, corporation, or City department performing construction near any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.

37-1-6 PROHIBITION AGAINST HARMING PUBLIC TREES.

(A) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Public Works Manager.

(B) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs or any other object to any street, park, or public tree.

(C) It shall be unlawful for any person, firm or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Public Works Manager.

37-1-7 ADJACENT OWNER RESPONSIBILITY.

(A) The owner of land adjacent to any City street or highway, when acting within the provisions of this Chapter, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.

(B) No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Public Works Manager shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

37-1-8 CERTAIN TREES DECLARED A NUISANCE.

(A) Any tree, or limb thereof, on private property determined by the Public Works Manager to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.

(B) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Public Works Manager within the written notification period.

37-1-9 VIOLATIONS AND PENALTY. Any person, firm or corporation violating any provision of this Chapter shall be subject to fine(s) in conformity with the City's Uniform Schedule of Fines in Ordinance 2019-06.

37-1-10 APPEALS. All appeals concerning the provisions of this Chapter, or violations thereof shall be heard by City Council or its designee, which shall final authority concerning the matter(s) appealed.

(Ord. No. 2021-01; 02-02-21)

CHAPTER 38 - UTILITIES

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CHAPTER 38

UTILITIES

ARTICLE I – GENERALLY

DIVISION I - ADMINISTRATION

38-1-1 **WATER AND SEWER DEPARTMENT.** There shall be an executive department of the City known as the **Water, Gas and Sewer Departments**. It shall be assigned to and under the jurisdiction of the Public Works Manager. The designated office shall be the City Hall.

38-1-2 **SUPERVISION.** The Public Works Manager shall be responsible for the City's water, gas and sewer services who shall hereinafter be referred to as "Public Works Manager". He shall ascertain the condition and needs thereof, shall from time to time, report the same to the City Council so that a full understanding thereof shall be had; and generally, shall do all acts necessary to promote the efficiency of the Departments.

38-1-3 **PUBLIC WORKS MANAGER.** The supervision of the Water, Gas and Sewer Departments shall be under the direction of the Public Works Manager. The duties of the Public Works Manager are specified in **Chapter 1** and in this Chapter.

38-1-4 **DUTIES OF THE PUBLIC WORKS MANAGER.** The Public Works Manager shall exercise general management and control over the respective departments.

(A) He shall supervise over and be responsible for the conduct and performance of all employees of the department as a Department Head in accordance with the Employee Code, if any.

(B) He shall be responsible for the operation and maintenance of the City's water, gas and sewer systems as provided in this Code.

(C) He shall be the custodian of all vehicles, equipment, structures, and property provided by the City for the use of the departments.

(D) He shall enforce the provisions of **Chapter 38 and 17** and make such inspections, measurements, and tests as necessary for that purpose.

(E) He shall perform such other duties as may be assigned to him by the provisions of this Code or by the City Council.

38-1-5 **RESERVED.**

DIVISION II – DEFINITIONS

38-1-6 **DEFINITIONS.** Unless the context otherwise requires, the words and phrases herein defined are used in this Chapter in the sense given them in the following definitions:

(A) **"Amount"** means in this Chapter, the actual amount as disclosed by the books and records of the City, rather than any figure disclosed or reflected in a professional audit of the City's records, for the reason that it is the intention of the City Council that rates be reviewed and determined as soon as possible after the closing of a fiscal year, rather than awaiting a professional audit.

(B) **"Billing Period"** means a monthly cycle consisting of approximately **thirty (30) days**, such that for each customer of each utility service there occurs **twelve (12)** more or less evenly spaced billing periods each, in each calendar year.

(C) **"Budget"** refers to the Annual Budget of the City as adopted by the City Council.

(D) **"Customer"** means, refers to, and includes any person, firm, partnership, association, corporation, or other legal entity, who or which is the owner, operator, lessor, renter, lessee, occupant, user, contract for deed purchaser, executor, or is in possession or control of real estate or any building or place upon or for which service is supplied by or from the City's utility system, irrespective of whether there is or has been signed or executed any application or agreement for or requesting utility service. Any one place, building, or tract of real estate may have multiple customers, for example, an owner, an actual occupant, and a lessee, or another in possession or control of a commercial building, an apartment building, or a dwelling may all be a customer with respect to the same service. The supplying of water or gas to the place, building, or tract of real estate, or the existence of a sewer line for the discharge of sewerage or waste material from the premises, not actual usage or consumption, determines whether one is a customer. For the purposes of billing, the entity or entities executing an application for utility services may be treated as the customer; the supplying of water or gas to a place, building, or tract of real estate, or the existence of a sewer line for the discharge of sewerage or waste material from the premises, not the actual receipt of a bill or statement, determines whether one is a customer, as a consequence of which, failure to actually receive a bill or statement does not discharge an owner, occupier, or user of the premises receiving utility service from the obligation of paying the bill.

(E) **"Charge"** means and refers to an amount determined by multiplication of a rate times the number of units of water or gas measured by a meter upon the real estate for which utility service is supplied and is not calculated on the basis of the amount or quantity of water or gas actually consumed or sewerage or wastewater actually discharged from the real estate.

(F) **"Due Date"** means and refers to the calendar day printed on a customer's utility bill, by which the charges printed on the bill are to be paid in full.

(G) **"Disconnection"** means and includes physical disconnection of a meter, pipe, supply line, discharge line or main, or any other act necessary or appropriate to cause water, sewer, or gas service to be provided or delivered, and includes termination of, and access to utility service by any means.

(H) **"Service Address"** means and refers to the common street address identifying the premises on the real estate for which utility service is supplied.

(I) **"Shutoff Date"** means and refers to the calendar day identified on a past due notice, on which, if a delinquent charge remains unpaid, utility services to the customer's service address will be disconnected.

(J) **"Utility Service" or "Service"** means and refers to water, natural gas, or sewer utility services provided by the City to a customer.

(K) **"Utility System" or "System"** means and refers to the facilities, meters, fixtures, components, and appurtenances, pipes, lines, mains, or otherwise that comprise, facilitate, and regulate the delivery of water, natural gas, or sewer utility service by the City to a customer.

ARTICLE II – UTILITY REGULATIONS

38-2-1 CONTRACT FOR UTILITY SERVICES.

(A) **Customer Accepts Service.** The rates, rules and regulations contained in this Chapter shall constitute and be considered a part of the contract with every person, company or corporation who is supplied with water and sewer services from the waterworks and sewer system and every person, company or corporation, hereinafter called a “customer” who accepts and uses City water and sewer services shall be held to have consented to be bound thereby.

(B) **Not Liable for Interrupted Service.** The Department shall endeavor at all times to provide a regular and uninterrupted supply of service, however, in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents, the Departments shall not be liable therefor.

(C) **Using Services Without Paying.** Any person using utility services from the City without paying therefor, or who shall be found guilty of breaking the seal of any meter or appurtenances, or bypassing any meter, shall be guilty of violating this Code, and upon conviction, shall be fined a sum as provided in **Section 1-1-20** of the Revised Code.

(D) **Destroying Property.** Any person found guilty of defacing, tampering, injuring or destroying, or in any manner, limiting the use or availability of any meter or any property of the waterworks system and sewer system, or erecting signs on the property of the Department without permission shall, upon conviction of such act, be fined as provided in **Section 1-1-20** of the Revised Code.

(E) **Service Obtained By Fraud.** All contracts for water and sewer services shall be made in the name of the head of the household, firm or corporation using the established spelling of that person's or firm's name. Attempts to obtain service by the use of other names, different spellings or by substituting other persons or firms shall be considered a subterfuge and service shall be denied. If service has been discontinued because of nonpayment of bills, or any unpaid obligation and service has again been obtained through subterfuge, misrepresentation or fraud, that service shall be promptly disconnected and the whole or such part of the deposit as may be necessary to satisfy the unpaid obligation shall be retained by the City and credited to the appropriate account.

(F) **Failure to Receive Bill.** Failure to receive a bill shall not excuse a customer from his obligation to pay within the time specified. Should the Department be unable to bill a customer for services used during any month, the following billing shall include the charges for services used during the unbilled month.

(G) **Request to Discontinue Service.** Services shall have been deemed to have been supplied to any property connected to the Water and Sewer Systems during a month unless the customer notifies the City prior to the first day of the new billing month in which the services are to be discontinued.

(H) **Billing; Utility Shut-off; Hearing.**

- (1) All bills for utility services shall be due and payable upon presentation and if a bill is not paid by the **twentieth (20th)**, a penalty equal to **twelve percent (12%)** of the amount due on said bill shall be added thereto. This penalty shall be in addition to the charges heretofore established for the utility services.
- (2) Any customer who fails to pay the utility bills within **thirty (30) days** of presentation shall have the utility services disconnected after a written notice by the Clerk has been mailed by first-class mail to the customer, affording the customer an opportunity for a hearing. The aforesaid notice shall be mailed to the customer **sixteen (16) days** after billing, specifically advising the customer of the following:
 - (a) Name and address of the customer and amount due for services including late penalties.
 - (b) The date, time, and location of the hearing to be held.
 - (c) That the customer has a right to be heard and to present evidence in his behalf if he does not agree with the bill.
 - (d) That if the customer fails to appear at the hearing, the consumer's utility service shall be terminated without further proceedings.
 - (e) The date of termination.

[See Memphis Light, Gas & Water v. Craft 98 S.Ct 1554 (1978)]

- (3) The time, date and location of the hearing shall be determined by the City Administrator or Deputy Clerk. One of these officials shall preside over the hearing and shall make a final determination as to the rights of the consumer and the City based on the information received at the hearing. **(See Appendix #6)**
- (4) No gas service furnished to residential users by a municipality shall be terminated for nonpayment of bills on: (i) any day when the National Weather Service forecast for the following **twenty-four (24) hours** covering the area in which the residence is located includes a forecast that the temperature will be **twenty degrees Fahrenheit (20°F)** or below; or (ii) any day preceding a holiday or a weekend when such a forecast indicates that the temperature will be **twenty degrees Fahrenheit (20°F)** or below during the holiday or weekend.
- (5) The customer shall be notified within **five (5) working days** of the decision rendered by the hearing officer. If the service is to be discontinued, a date and time will be set out in the notice to terminate the service or services of the customer. Notice of the hearing officer's decision shall be made by first-class mail. **(735 ILCS 5/3-101 et seq.)**
- (6) If the hearing officer decides in favor of the City, the City shall have the right to discontinue the customer's utility services. Should the customer fail to appear at the hearing, or should the notice be returned non-accepted, then the City shall also have the right to terminate the customer's utility services without further proceedings.
- (7) If the customer who has been notified for nonpayment of utility bills is not the owner of record, then the City shall notify the owner of the property by first-class mail.
- (8) Once utility services have been disconnected the same shall not be again connected or used until all delinquent accounts and bills of service are paid in full, including a fee of **Twenty-Five Dollars (\$25.00)** for each connection of such utility services, plus expenses incurred in the reconnecting of the utility services.

(I) **Lien Notice.** Whenever a bill for utility services remains unpaid for **sixty (60) days** after it has been rendered, the City Administrator shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the municipality claims a lien for this amount to the period covered by the bill.

If the consumer of utility services whose bill is unpaid is not the owner of the premises and the City has notice of this, then notice shall be mailed to the owner of the premises if the address is known to the Clerk whenever such bill remains unpaid for a period of **thirty (30) days** after it has been rendered.

The failure of the Administrator to record such lien or to mail such notice, or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid utility bills as mentioned herein. **(See 65 ILCS 5/11-139-8)**

(J) **Foreclosure of Lien.** Property subject to a lien for unpaid utility charges may be sold for non-payment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill-in-equity in the name of the City.

The City Attorney is hereby authorized to institute such proceedings in the name of the City in any Court having jurisdiction over such matters against any property for which the bill for utility services has remained unpaid **ninety (90) days** after it has been rendered. **(See 65 ILCS 5/11-139-8)**

38-2-2 CONSUMER LISTS. It is hereby made the duty of the Clerk to prepare or cause to be prepared a complete and accurate list of all premises and properties receiving utility services, showing the name and address of the occupant and the owner of the same. The list shall be kept up-to-date and shall be corrected from time to time to allow changes in the occupancy or ownership of any such property or premises. It shall be presented at the regular monthly meeting if requested. **(1978 Code)**

38-2-3 **FILED IN RECORDER OF DEEDS.** A copy of this Chapter properly certified by the City Clerk, shall be filed in the office of the Recorder of Deeds of the County, and shall be deemed notice to all owners of real estate of liability for service supplied to any user of the service of the waterworks system of said City on their properties.

38-2-4 **LIABILITY FOR CHARGES.** The owner of any lot, parcel of land or premises and the user of the services shall be jointly and severally liable for the payment of the services to such lot, parcel of land or premises, and all services are rendered to the premises by the City only on the condition that such owner, occupant and user shall be jointly and severally liable therefor to the City.

38-2-5 **ESTIMATED CHARGE.** Whenever any meter, by reason of its being out of repair or from any cause fails to properly register the utilities passing through the same, the consumer shall be charged the average charge of the **previous three (3) months usage.** If no record of the previous **three (3) months** exists, then it shall be the duty of the Water Clerk to estimate the amount of utilities consumed during the time the meter fails to operate and the consumer shall be charged with such estimated amount. Bills may be estimated whenever it is impossible to read the meters during inclement weather.

38-2-6 **NO FREE UTILITY SERVICE.** No free utility service shall be furnished to any person, public or private, and all rates and charges shall be non-discriminatory, provided that the Mayor and City Council reserve the right to impose special rates and charges in cases where particular circumstances render the regular rates inadequate or unjust.

38-2-7 **METER MALFUNCTION.** Any municipal water meter shall be taken out and tested upon complaint of the consumer, upon payment of a fee of **Twenty Dollars (\$20.00)**. If upon test the meter is not within **three percent (3%)** of being accurate, it shall be repaired or replaced, and the **Twenty Dollar (\$20.00)** fee returned to the consumer.

38-2-8 **UTILITY DEPOSITS.**
 (A) **Property Owner.** A Utility deposit shall be paid to the City by any renter, before any utilities are to be turned on to any premises. The deposit shall be retained by the City until the user discontinues water use from the City at which time the deposit will be returned to the user within **ninety (90) days** after utility services have been terminated. The applicable deposits are as follows:

- (1) **Gas – One Hundred Seventy-Five Dollars (\$175.00).**
- (2) **Water – Seventy-Five Dollars (\$75.00).**
- (3) **Gas & Water – Two Hundred Fifty Dollars (\$250.00).**

(B) **Security for Payment - No Interest.** The deposits made under the provisions of this Chapter shall be held by the City as security for the payment of utility services used by the applicant upon the premises to which his application pertains and may be so applied when any default is made in the payment in the utilities bill in accordance with this Chapter. The depositor shall earn no interest on the deposit.
(See Chapter 17 for gas system deposit)

38-2-9 **ACCESS TO SYSTEMS: METERS.**
 (A) All meters, fixtures, components, and appurtenances of the Utility System owned by the City which are placed on private property shall be subject to inspection by City officials or employees appointed to perform such duties. The City also reserves the right to make any necessary repairs to meters, fixtures, components, and appurtenances which are placed on private property.

(B) All dogs shall be leashed to permit City employees to safely access meters, fixtures, components, and appurtenances of the Utility System.

(C) All fences shall have an unsecured gate to permit City employees access to meters, fixtures, components, and appurtenances of the Utility System.

ARTICLE III - WATER SYSTEM

DIVISION I - GENERAL REGULATIONS

38-3-1 **DEFINITIONS.** Unless the context specifically indicates otherwise, the meaning of the terms used in this Chapter shall be as follows:

(A) **Federal Government.**

- (1) **"Federal Act"** means the federal 1996 Safe Drinking Water Acts Amendments.
- (2) **"Administrator"** means the Administrator of the U.S. Environmental Protection Agency.

(B) **State Government.**

- (1) **"State Act"** means the Illinois Anti-Pollution Bond Act of 1970.
- (2) **"Director"** means the Director of the Illinois Environmental Protection Agency.
- (3) **"State Loan"** shall mean the State of Illinois participation in the financing of the construction of water works as provided for by the Illinois Anti-Pollution Bond Act and for making such loans as filed with the Secretary of State of the State of Illinois.

(C) **Local Government.**

- (1) **"Approving Authority"** means the City Council of the City of Anna or where such authority is specifically delegated, the Public Works Manager.

(D) **"Person"** shall mean any and all persons, natural or artificial, including any individual, firm or company, municipal, or private corporation, association, society, institution, enterprise, governmental agency or other entity.

(E) **Clarification of Word Usage.** **"Shall"** in mandatory; **"may"** is permissible.

(F) **Water and Its Characteristics.**

- (1) **"ppm"** shall mean parts per million by weight.
- (2) **"milligrams per liter"** shall mean a unit of the concentration of water constituent. It is 0.001 g of the constituent in 1,000 ml of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water analysis.
- (3) **"PH"** shall mean the logarithm (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in the IEPA Division of Laboratories Manual of Laboratory Methods.

(G)

- (1) **"Curb Cock"** shall mean a shutoff valve attached to a water service pipe from a water main to a building installed near the curb, which may be operated by a valve key to start or stop flow in the water-supply lines of a building. Also called a curb stop.
- (2) **"Easement"** shall mean an acquired legal right for the specific use of land owned by others.
- (3) **"Service Box"** shall mean a valve box used with corporation or curb cock.

(H) **Types of Charges.**

- (1) **"Water Service Charge"** shall be the charge per quarter or month levied on all users of the Water Facilities. The service charge shall be computed as outlined in this Article and shall consist of the total of the Basic User Charge and the Local Capital Cost if applicable.
- (2) **"User Charge"** shall mean a charge levied on users of water works for the cost of operation, maintenance and replacement.
- (3) **"Basic User Charge"** shall mean the basic assessment levied on all users of the public water system.

- (4) "Debt Service Charge" shall be the amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.
- (5) "Capital Improvement Charge" shall mean a charge levied on users to improve, extend or reconstruct the water works.
- (6) "Local Capital Cost Charge" shall mean charges for costs other than the operation, maintenance and replacement costs, i.e. debt service and capital improvement costs.
- (7) "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances, which are necessary during the useful life of the works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
- (8) "Useful Life" shall mean the estimated period during which the water works will be operated.
- (9) "Water and Sewer Fund" is the principal accounting designation for all revenues received in the operation of the water system.

38-3-2 APPLICATION FOR TAPS AND SERVICE CONNECTIONS TO THE WATERWORKS SYSTEM. An applicant desiring a water tap or service connection with the Waterworks System of the City shall file a written application at the City Hall, signed by the owner of the property for which the tap or service connection is desired, or by the duly authorized agent of such owner. The application shall be accompanied by payment of the fee hereinafter prescribed to cover the cost of such service connection. In the event the application is made by an agent for the owner, then the application shall also be accompanied by the written authority of the owner to the agent for the making of the application. **(See Appendix #1)**

38-3-3 ALL SERVICE TO BE BY METER. All water service, whether for domestic, commercial or industrial use shall be metered. All meters shall be so placed and installed as to render the same accessible at all times for the purpose of reading or repairing and so as to be free from danger of freezing. Meters outside of a building shall be set in a suitable meter box approved by the Public Works Manager. Water shall not be turned on for new connections until the meter has been installed and all other requirements of this Chapter on the part of the property owner have been fully complied with.

38-3-4 REMOVAL OF METERS. All meters shall remain the property of the department and may be removed from the customer's premises at any time without notice for the purpose of testing and repairing the same or upon discontinuance of service. Upon discovery of any unlawful act by any customer, his agent, or employee herein prohibited or upon failure to comply with any other rules and regulations of the department, such service shall be disconnected.

38-3-5 INSTALLING AND MAINTAINING SERVICE LINES. The user shall be responsible for installation and maintenance of service lines between the meter and the residence or business. Such service lines must be at least **three-fourths (3/4) inch** in diameter and must be installed at a minimum depth of **three (3) feet**. Service lines must have a minimum working pressure rating of **160 psi at 73.4 degrees F** and must be constructed of one of the following types of materials: Copper, (Type K), polyvinyl chloride (PVC), polyethylene or polybutylene. Service lines shall not be covered until they are inspected and approved by the Public Works Manager.

The user shall not connect any service line or any plumbing connected with the service line to any other water source. The service line shall meet all requirements of the Illinois Environmental Protection Agency's rules and regulations, the Illinois Plumbing Code, and the regulations in this Chapter.

38-3-6 INSPECTION.

(A) **Access to Premises.** The City shall have access to all portions of the premises of the consumer at any reasonable time for inspection of the use of water and the consumer's pipe, fixtures, plumbing, and any other apparatus in any manner connected to the Waterworks System of the City. The City shall have the right and option to demand change or stopping of use or to require any repair, change, removal or improvement of any pipe, fixture, plumbing or other apparatus that would in any manner affect the water supply or system of the City or the supply or fixtures of other consumers.

(B) **Meters to be Open to Inspection.** All water meters and water fixtures, connections and appurtenances on private property connected with the Waterworks System of the City shall be open to the inspection of the proper officers and employees of the City at all reasonable hours.

38-3-7 METER DAMAGED. Whenever a meter is found to have been damaged by hot water being forced back into it from the consumer's hot water or heating apparatus or for any other cause within control of the consumer, the consumer shall pay the City for the actual cost of the removal, repair, and replacement of the damaged meter and all previous water bills shall be corrected on an estimated basis to cover such period as it appears that the meter was out of order for such damage.

38-3-8 DAMAGE DUE TO INTERRUPTION OF SERVICE; LIABILITY. All connections for the water services applied for hereunder and all connections now attached to the present City Waterworks System and all use or service of the system shall be upon the express condition that the City shall not be liable for nor shall any claim be made against it for damages or injury caused by reason of the breaking of any main, service, pipe, apparatus or appurtenance connected with the Waterworks System or for any interruption of the supply of water by reason of the breaking of machinery or by reason of stoppages, alterations, extensions or renewals.

38-3-9 RESALE OF WATER. No water supplied by the waterworks system shall be resold by any user. No water user may supply water to other families or allow them to take it, except for use on the premises and for the purpose specified in such user's approved application, nor after water is introduced into any building or upon any premises shall any person make or employ any other person to make any tap or connection with work upon the premises for alterations, repairs, extension or attachments without written permit, therefore. Resale or unauthorized use of water shall be grounds for discontinuance of water service to the user, or the premises, or both.

38-3-10 DISCONTINUING SERVICE - DANGEROUS USAGE. The City shall have the right to refuse water service or to discontinue water service, without notice, at any time to any consumer if the City finds any apparatus or appliances, the operation of which will be detrimental to the water system of the City or to any or all of its consumers. Standpipes, hydrants, gate valves and any other apparatus that cause water hammer or any danger to the water system or other customer's plumbing shall be immediately repaired or removed upon notice from the City, or, at its option, the City may immediately discontinue service without notice and without any liability for direct or resulting damages therefrom.

38-3-11 ELECTRIC GROUND WIRES. All persons are strictly forbidden to attach any electric ground wire to any plumbing or water piping which is or may be connected to any water service pipe, water meter, or water main belonging to the City.

The City shall hold the owner of the premises responsible and liable for any damage to the property or injury to the employees of the City caused by such ground wire. Any and all owners and consumers shall remove any existing ground wires immediately upon written notice from the City. If not so disconnected **five (5) days** after notice, the City, through its officials, may enter the property and remove such ground wires and the consumer shall pay all costs.

38-3-12 WATER FOR BUILDING OR CONSTRUCTION PURPOSES. Applicants desiring to use water from the City Waterworks System for building or construction purposes shall make application therefor to the Public Works Manager on a form provided by the Water and Sewer Department for that purpose.

Upon a permit being granted, the service pipe shall be carried at the expense of the applicant to the inside of the curb line where a service cock and meter shall be placed with pipe leading to the surface and a faucet placed at the end thereof above the surface. When the building or construction is completed, the faucet and meter shall be removed, and the water shut off unless permanent connection is made in accordance with the provisions of this Chapter. Charge for the use and connection of the meter shall be prescribed by the Public Works Manager.

38-3-13 FIRE HYDRANTS.

(A) All public fire hydrants with gate valves, tees, and connections from the main, inside the City Limits, shall be owned, maintained and used only by the City and shall be solely responsible for same. Use of water from fire hydrants by contractors and others shall be only upon permission by the City and after approved application to the City.

(B) The City shall not be held liable and will not assume any responsibility for the condition of any fire hydrant inside or outside of the City Limits or the pressure or amount of water obtainable therefrom or any damage either direct or resultant because of the condition, pressure or amount of water available at any fire hydrant.

(C) All public fire hydrants located outside the City Limits owned by the City shall be maintained in as good order as reasonably possible, but the City will not undertake or assume any responsibility or liability for their condition or use or abuse. Such public fire hydrants shall be used only for the purpose of extinguishing fires except when the City may issue a special permit for their use to contractors who shall then be responsible for the hydrants and the use of water from them.

38-3-14 LIMITED WATER USAGE IN EMERGENCIES.

(A) The Mayor is hereby authorized to proclaim the existence of an emergency whenever it appears that the City water supply is inadequate for all general uses and purposes, which proclamation shall be published in a newspaper of general circulation in the community and the Mayor is further authorized to declare in similar manner the end of an emergency period.

(B) From and after the publication of a proclamation as provided for in subsection (A) of this Section, the following uses of water shall be prohibited:

- (1) the washing of cars and other vehicles;
- (2) the sprinkling of lawns and shrubbery;
- (3) the watering of gardens;
- (4) other nonessential uses;

and it shall be unlawful for any person to so use water from the City supply during such an emergency.

38-3-15 SHORTAGE AND PURITY OF SUPPLY. The City shall not be held responsible for or in any manner liable to any person, company, consumer or public body for any claim or damage, either direct or resultant because of any shortage of water supply, any shutoff of water for any reason, any bursting or leakage of either the consumer's or City's mains, pipes and fixtures, any pollution or impurity in water supply or any fire or water damage.

38-3-16 NON-COMPLIANCE WITH RULES AND REGULATIONS. If any consumer fails to comply with any of the rules and regulations in force, the City shall notify the consumer of such failure. If the consumer does not remedy the same as the rules provide and within a reasonable time,

the City shall have the right to discontinue service. Except in case of non-payment, emergency, necessity, or as otherwise provided, the City will not discontinue service for violation of any rule until **five (5) days** after notice has been given and the violation has not been remedied.

38-3-17 EASEMENTS. The consumer shall give such easements and rights-of-way as necessary to the City and allow access for the purpose of construction, repair, maintenance, meter reading, relocation or expansion of the water system. The necessity shall be determined by the Public Works Manager.

38-3-18 USE OF WATER ON CONSUMER'S PREMISES. The City shall reserve the right to use the water from the consumer's facilities at any time deemed necessary. No charge shall be made by the consumer for the use of the facilities and no charge shall be made by the City for the water used by the City.

38-3-19 ALLOCATION OF MAINTENANCE COSTS BETWEEN USER AND CITY. The City shall maintain and repair all water service pipes between the water mains and the curb lines. Any repairs to service line or taps between the water mains and the sidewalk or property line shall be the City's expense. Any repairs or renewals of water service pipes between the property line or curb line and extending to the owner's premises shall be made at the sole expense of the consumer or owner of the premises.

38-3-20 CITY NOT LIABLE FOR INTERRUPTION OF SUPPLY. The City shall have the right to shut off the supply of water whenever it is necessary to make repairs, improvements, enforce rules or for any notice as circumstances allow, will be given to consumers but in emergencies, the water may be shut off without notice. All hot water faucets shall be left open during any shut-off to prevent damage to plumbing. Such necessary work will be done as rapidly as may be practical and whenever feasible at such times as will cause the least inconvenience. The City shall not be held responsible for or liable because of any shut-off of supply for any direct or resultant damages to any person, company or consumer or to any pipe, fixtures, or plumbing.

Water for steam boilers, gas engines, ice plants, or other industrial use, shall not be furnished by direct pressure from the mains, but only to tanks holding ample reserve supply. Should any equipment be supplied direct from mains, then in case of any shutoff of water, the City will not be held responsible or liable for any direct or resulting damage because of interrupted supply, insufficient pressure, or otherwise.

Whenever water mains, pipes and service connections are taken up, shut-off or interfered with by reason of any City street improvements, the City will endeavor to maintain service so far as reasonably possible, but will not be directly or indirectly liable for any interruption, poor pressure, or damage of any kind either to consumers, adjacent or to other consumers affected thereby.

38-3-21 ABANDONED CONNECTION. Whenever any connection to the waterworks system is abandoned, because the building to which the water connection is made has been abandoned, destroyed or removed, the Public Works Manager may remove the meter and any pipe or connections in the public right-of-way or easement, and cap, plug or otherwise seal the pipe or main. Before taking any such steps the Public Works Manager shall notify the owner of the real estate if the owner's name and address is known and shall notify the person shown on the real estate tax records as having paid taxes on the property the last time taxes were paid. Such notice shall be made by mail, at least **thirty (30) days** before any action is taken under this Section. If water is leaking, the Public Works Manager shall take immediate action, and send the notices within **three (3) working days** of the time action was taken.

38-3-22 ALTERNATIVE WATER SOURCE. Any customer with critical water requirements shall have an alternate water source. Failure to provide such shall be considered a violation of customer rules and loss or damages resulting therefrom shall be the responsibility of the customer. Those customers shall include but not be limited to manufacturers, hospitals, nursing homes, schools, greenhouses, hatcheries or any other building or business which might suffer any type of loss due to interruption of water service.

The City expressly stipulates with all customers and other persons who may be affected by the discontinuance of service that it will neither insure nor be responsible or liable in any manner for any loss or damages, direct or indirect, by reason of fire or any other cause and all water service furnished shall also be conditional upon acts of God, inevitable accidents, failure of supply, fire, strikes, riots or any other causes.

38-3-23 RULES TO BECOME PART OF CONTRACT. All of the rules and regulations concerning the use of the facilities of the water system and the consumption of water shall be adopted and the same shall become part of the contract with every water consumer and every water consumer shall be considered to take water from the City, subject thereto and bound thereby.

38-3-24 - 38-3-30 RESERVED.

DIVISION II - CROSS-CONNECTION ADMINISTRATION

38-3-31 APPROVED BACKFLOW DEVICE. All plumbing installed within the City shall be installed in accordance with the Illinois Plumbing Code, 77 Ill. Adm. Code 890. If, in accordance with the Illinois Plumbing Code or in the judgment of the Public Works Manager or his designee, an approved backflow prevention device is necessary for the safety of the public water supply system, the Public Works Manager or his designee shall give notice to the water customer to install such an approved device immediately. The water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with the Illinois Plumbing Code, Illinois Environmental Protection Agency and all applicable local regulations, and shall have inspections and tests made of such approved devices upon installation and as required by the Illinois Plumbing Code, Illinois Environmental Protection Agency and local regulations.

38-3-32 CROSS-CONNECTION PROHIBITED; EXCEPTION. No person shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply enters the supply or distribution system of the City, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Public Works Manager and the Illinois Environmental Protection Agency.

38-3-33 INVESTIGATIONS BY PUBLIC WORKS MANAGER. It shall be the duty of the Public Works Manager to cause surveys and investigations to be made of commercial industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every **two (2) years** or as often as the Inspector shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least **five (5) years**.

38-3-34 RIGHT TO ENTER PREMISES. The Public Works Manager or his designee shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system for the purpose of verifying the presence or absence of cross-connections and that the Public Works Manager or his designee or his authorized agent shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. On demand, the owner, lessee or occupants of any property so served shall furnish to the Public Works Manager or his designee any information which he may request regarding the piping system or systems, or water use on such property. The refusal of such information when demanded shall, within the discretion of the Public Works Manager or his designee, be evidence of the presence of improper connections as provided in this Chapter.

38-3-35 NOTICE TO CUSTOMER; RECONNECT FEE.
 (A) The City Clerk is hereby authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this Chapter is known to exist, and to take such other precautionary measures as he may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this Chapter and until a reconnection fee of **Fifty Dollars (\$50.00)** is paid to the City Clerk.

(B) Immediate disconnection with verbal notice can be affected when the Public Works Manager or his designee is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be affected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the Public Works Manager or his designee or the Illinois Environmental Protection Agency, such action is required to prevent actual or potential contamination or pollution of the public water supply.

(C) The public water supply, the Public Works Manager or his designee or the agents or assigns shall not be liable to any customer for any injury, damages or lost revenues which may result from termination of the customer's water supply in accordance with the terms of this Chapter, whether or not said termination was with or without notice.

38-3-36 CONTAMINATIONS COST AND THE CONSUMER. The consumer responsible for back siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, shall bear the cost of clean-up of the potable water supply system.

(Ord. No. 91-13; 08-20-91)

38-3-37 PRIVATE WATER WELLS.
 (A) There shall be no private water wells drilled and/or operated in the City limits.
 (B) The Public Works Manager, his designee and/or authorized agents are hereby authorized and empowered to enter, at any reasonable time, any property situated within the municipal limits for the purpose of investigating the existence and use of water supplied by a private water well or any water source other than the City's public water system.
 (C) Any and all persons who are found to have violated this Section after receiving written notice from the City to cease and desist the drilling of or use of any water from any private water well shall be immediately enjoined from any further use of said water well, with the violator(s) paying any and all legal costs and/or expenses incurred by the City in obtaining either temporary and/or permanent injunctive relief.

(Ord. No. 2011-02; 01-18-11)

38-3-38 - 38-3-40 RESERVED.

DIVISION III - CROSS-CONNECTION CONTROL CODE**38-3-41 PURPOSE.** The purpose of these Rules and Regulations is:

(A) To protect the public water supply system from contamination or pollution by isolating within the customer's water system contaminants or pollutants which could backflow through the service connection into the public water supply system.

(B) To promote the elimination or control of existing cross-connections, actual or potential, between the public or consumer's potable water system and non-potable water systems, plumbing fixtures and sources or systems containing substances of unknown or questionable safety.

(C) To provide for the maintenance of a continuing program of cross-connection control which will prevent the contamination or pollution of the public and consumer's potable water systems.

38-3-42 APPLICATION. These Rules and Regulations shall apply to all premises served by the public potable water supply system of the City.

38-3-43 RESPONSIBILITY OF OWNER. The owner or official custodian shall be responsible for protection of the public water supply system from contamination due to backflow or back-siphonage of contaminants through the customers water service connection. If, in the judgment of the Public Works Manager or his authorized representative, an approved backflow prevention device is necessary for the safety of the public water supply system, the Public Works Manager shall give notice to the consumer to install such approved backflow prevention device at each service connection to the premises. The consumer shall immediately install such approved device or devices at his own expense; failure, refusal or inability on the part of the consumer to install such device or devices immediately shall constitute grounds for discontinuing water service to the premises until such device or devices have been installed. The consumer shall retain records of installation, maintenance, testing and repair as required in **Section 38-3-47(D)** below for a period of at least **five (5) years**. The Public Works Manager may require the consumer to submit a cross-connection inspection report to the City to assist in determining whether or not service line protection will be required. All cross-connection inspections shall be conducted by a Cross-Connection Control Device Inspector certified by the Illinois Environmental Protection Agency.

38-3-44 DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of these regulations:

"Fixed Proper Air Gap" means the unobstructed vertical distance through the free atmosphere between the water discharge point and the flood level rim of the receptacle.

"Agency" means Illinois Environmental Protection Agency.

"Approved" means backflow prevention devices or methods approved by the Research Foundation for Cross-Connection Control of the University of Southern California, Association of State Sanitary Engineers, American Water Works Association, American National Standards Institute or certified by the National Sanitation Foundation.

"Auxiliary Water System" means any water source or system on or available to the premises other than the public water supply system and includes the water supplied by the system. These auxiliary waters may include water from another purveyor's public water supply system; or water from a source such as wells, lakes, or streams or process fluids; or used water. These waters may be polluted or contaminated or objectionable or constitute a water source or system over which the water purveyor does not have control.

"Backflow" means the backflow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water system from any source other than the intended source of the potable water supply.

"Backflow Prevention Device" means any device, method, or type of construction intended to prevent backflow into a potable water system. All devices used for backflow prevention in Illinois must meet the standards of the Illinois Plumbing Code and the Illinois Environmental Protection Agency.

"Consumer" or "Customer" means the owner, official custodian or person in control of any premises supplied by or in any manner connected to a public water system.

"Consumer's Water System" means any water system located on the customer's premises. A building plumbing system is considered to be a customer's water system.

"Contamination" means an impairment of the quality of the water by entrance of any substance to a degree which could create a health hazard.

"Cross-Connection" means any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other a substance of unknown or questionable safety or quality, whereby there may be a flow from one system into the other.

"Direct Cross-Connection" means a cross-connection formed when a water system is physically joined to a source of unknown or unsafe substance.

"Indirect Cross-Connection" means a cross-connection through which an unknown substance can be forced, drawn by vacuum or otherwise introduced into a safe potable water system.

"Double Check Valve Assembly" means an assembly composed of single, independently acting check valves approved under ASSE Standard 1015. A double check valve assembly and suitable connections for testing the watertightness of each check valve.

"Health Hazard" means any condition, device or practice in a water system or its operation resulting from a real or potential danger to the health and well-being of consumers. The word "severe" as used to qualify "health hazard" means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life.

"Inspection" means a plumbing inspection to examine carefully and critically all materials, fixtures, piping and appurtenances, appliances and installations of a plumbing system for compliance with requirements of the Illinois Plumbing Code, 77 Ill. Admn. Code 890.

"Non-potable Water" means water not safe for drinking, personal, or culinary use as determined by the requirements of 35 Ill. Adm. Code 604.

"Plumbing" means the actual installation, repair, maintenance, alteration or extension of a plumbing system by any person. Plumbing includes all piping, fixtures, appurtenances and appliances for a supply of water for all purposes, including without limitation lawn sprinkler systems, from the source of a private water supply on the premises or from the main in the street, alley or at the curb to, within and about any building or buildings where a person or persons live, work or assemble. Plumbing includes all piping, from discharge of pumping units to and including pressure tanks in water supply systems. Plumbing includes all piping, fixtures, appurtenances, and appliances for a building drain and a sanitary drainage and related ventilation system of any building or buildings where a person or persons live, work or assemble from the point of connection of such building drain to the building sewer or private sewage disposal system **five (5) feet** beyond the foundation walls.

"Pollution" means the presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

"Potable Water" means water which meets the requirements of 35 Ill. Adm. Code 604 for drinking, culinary, and domestic purposes.

"Potential Cross-Connection" means a fixture or appurtenance with threaded hose connection, tapered spout, or other connection which would facilitate extension of the water supply line beyond its legal termination point.

"Process fluid(s)" means any fluid or solution which may be chemically, or biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollutional, or system hazard if introduced into the public or a consumer's potable water system. This includes but is not limited to:

- (A) polluted or contaminated waters;
- (B) process waters;
- (C) used waters originating from the public water supply system which may have deteriorated in sanitary quality;
- (D) cooling waters;
- (E) questionable or contaminated natural waters taken from wells, lakes, streams, or irrigation systems;
- (F) chemicals in solution or suspension;
- (G) oils, gases, acids, alkalis and other liquid and gaseous fluids used in industrial or other processes, or for fire fighting purposes.

"Public Water Supply" means all mains, pipes and structures through which water is obtained and distributed to the public, including wells and well structures, intakes and cribs, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general domestic use and which serve at least 15 service connections or which regularly serve at least 25 persons at least 60 days per year. A public water supply is either a "community water supply" or a "non-community water supply".

"Reduced Pressure Principal Backflow Prevention Device" means a device containing a minimum of two independently acting check valves together with an automatically operated pressure differential relief valve located between the two check valves and approved under ASSE Standard 1013. During normal flow and at the cessation of normal flow, the pressure between these two checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closed shutoff valves located at each end of the device, and each device shall be fitted with properly located test cocks.

"Service Connection" means the opening, including all fittings and appurtenances, at the water main through which water is supplied to the user.

"Survey" means the collection of information pertaining to a customer's piping system regarding the location of all connections to the public water supply system and must include the location, type and most recent inspection and testing date of all cross-connection control devices and methods located within that customer's piping system. The survey must be in written form and should not be an actual plumbing inspection.

"System Hazard" means a condition through which an aesthetically objectionable or degrading material not dangerous to health may enter the public water supply system or a consumer's potable water system.

"Used Water" means any water supplied by a public water supply system to a consumer's water system after it has passed through the service connection and is no longer under the control of the water supply official custodian.

"Water Purveyor" means the owner or official custodian of a public water system.

38-3-45 WATER SYSTEM.

(A) The water system shall be considered as made up of two parts: the public water supply system and the consumer's water system.

(B) The public water supply system shall consist of the source facilities and the distribution system and shall include all those facilities of the potable water system under the control of the Public Works Manager up to the point where the consumer's water system begins.

(C) The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the public water supply distribution system.

(D) The public water supply distribution system shall include the network of conduits used to deliver water from the source to the consumer's water system.

(E) The consumer's water system shall include all parts of the facilities beyond the service connection used to convey water from the public water supply distribution system to points of use.

38-3-46 CROSS-CONNECTION PROHIBITED.

(A) Connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where approved cross-connection control devices or methods are installed, tested and maintained to insure proper operation on a continuing basis.

(B) No physical connection shall be permitted between the potable portion of a supply and any other water supply not of equal or better bacteriological and chemical quality as determined by inspection and analysis by the Agency.

(C) There shall be no arrangement or connection by which an unsafe substance may enter a supply.

38-3-47 SURVEY AND INVESTIGATIONS.

(A) The consumer's premises shall be open at all reasonable times to the approved cross-connection control device inspector for the inspection of the presence or absence of cross-connections within the consumer's premises, and testing, repair and maintenance of cross-connection control devices within the consumer's premises.

(B) On request of the Public Works Manager, or his authorized representative, the consumer shall furnish information regarding the piping system or systems, or water use within the customer's premises. The consumer's premises shall be open at all reasonable times to the Public Works Manager for the verification of information submitted by the consumer to the public water supply custodian regarding cross-connection inspection results.

(C) It shall be the responsibility of the water consumer to arrange periodic surveys of water use practices on his premises to determine whether there are actual or potential cross-connections to his water system through which contaminants or pollutants could backflow into his or her public potable water system. All cross-connection control or other plumbing inspections must be conducted in accordance with **Ill. Comp. Stat., Ch. 225, Sec. 320/3.**

(D) It is the responsibility of the water consumer to prevent backflow into the public water system by ensuring that:

- (1) All cross-connections are removed; or approved cross-connection control devices are installed for control of backflow and back-siphonage.
- (2) Cross-connection control devices shall be installed in accordance with the manufacturer's instructions.

- (3) Cross-connection control devices shall be inspected at the time of installation and at least annually by a person approved by the Agency as a cross-connection control device inspector (CCCDI). The inspection of mechanical devices shall include physical testing in accordance with the manufacturer's instructions.
- (4) Testing and Records
 - (a) Each device shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer.
 - (b) Records submitted to the community public water supply shall be available for inspection by Agency personnel in accordance with **Ill. Comp. Stat., Ch. 415, Sec. 5/4(e)**.
 - (c) Each device shall have a tag attached listing the date of most recent test, name of CCCDI, and type and date of repairs.
 - (d) A maintenance log shall be maintained and include:
 - 1. date of each test;
 - 2. name and approval number of person performing the test;
 - 3. test results;
 - 4. repairs or servicing required;
 - 5. repairs and date completed; and
 - 6. serving performed and date completed.

38-3-48**WHERE PROTECTION IS REQUIRED.**

(A) An approved backflow device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Ill. Adm. Code 890 and the Agency's regulations 35 Ill. Adm. Code 680. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises, where in the judgment of the Public Works Manager, actual or potential hazards to the public water supply system exist.

(B) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist:

- (1) Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Public Works Manager and the source is approved by the Illinois Environmental Protection Agency.
- (2) Premises on which any substance is handled which can create an actual or potential hazard to the public water supply system. This shall include premises having sources or system containing process fluids or waters originating from the public water supply system which are no longer under the sanitary control of the Public Works Manager.
- (3) Premises having internal cross-connections that, in the judgment of the Public Works Manager, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross-connections exist.
- (4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey.
- (5) Premises having a repeated history or cross-connections being established or reestablished.

(C) An approved backflow device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Ill. Adm. Code 890 and the Agency's regulations 35 Ill. Adm. Code 653. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities unless the Public Works Manager determines that no actual or potential hazard to the public water supply system exists:

- (1) Hospitals, mortuaries, clinics, nursing homes.
- (2) Laboratories.
- (3) Piers, docks, waterfront facilities.
- (4) Sewage treatment plants, sewage pumping stations or storm water pumping stations.
- (5) Food or beverages processing plants.
- (6) Chemical plants.
- (7) Metal plating industries.
- (8) Petroleum processing or storage plants.
- (9) Radioactive material processing plants or nuclear reactors.
- (10) Car washes.
- (11) Pesticide, or herbicide or extermination plants and trucks.
- (12) Farm service and fertilizer plants and trucks.

38-3-49 TYPE OF PROTECTION REQUIRED.

(A) The type of protection required under **Section 38-3-48** of these regulations shall depend on the degree of hazard which exists as follows:

- (1) An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe health hazard.
- (2) An approved fixed proper air gap separation or an approved reduced pressure principal backflow prevention assembly shall be installed where the public water supply system may be contaminated with a substance that could cause a system or health hazard.
- (3) An approved fixed proper air gap separation or an approved reduced pressure principal backflow prevention assembly or a double check valve assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.

(B) The type of protection required under **Section 38-3-48** of these regulations shall be an approved fixed proper air gap separation or an approved reduced pressure principal backflow prevention device.

(C) Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principal backflow preventers shall be installed on fire safety systems connected to the public water supply when:

- (1) The fire safety system contains antifreeze, fire retardant or other chemicals;
- (2) water is pumped into the system from another source; or
- (3) water flows by gravity from a non-potable source; or water can be pumped into the fire safety system from any other source;
- (4) there is a connection whereby another source can be introduced into the fire safety system.

(D) All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines.

38-3-50 BACKFLOW PREVENTION DEVICES.

(A) All backflow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation for Cross-Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, or American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specification.

(B) Installation of approved devices shall be made in accordance with the manufacturer's instructions. Maintenance as recommended by the manufacturer of the device shall be performed. Manufacturer's maintenance manual shall be available on-site.

38-3-51 INSPECTION AND MAINTENANCE.

(A) It shall be the duty of the consumer at any premises on which backflow prevention devices required by these regulations are installed to have inspection, tests, maintenance and repair made in accordance with the following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions.

- (1) Fixed proper air gap separations shall be inspected to document that a proper vertical distance is maintained between the discharge point of the service line and the flood level rim of the receptacle at the time of installation and at least annually thereafter. Corrections to improper or by-passed air gaps shall be made within 24 hours.
- (2) Double check valve assemblies shall be inspected and tested at time of installation and at least annually thereafter, and required service performed within **five (5) days**.
- (3) Reduced pressure principal backflow prevention assemblies shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer, and required service performed within **five (5) days**.

(B) Testing shall be performed by a person who has been approved by the Agency as competent to service the device. Proof of approval shall be in writing.

(C) Each device shall have a tag attached listing the date of most recent test or visual inspection, name of tester, and type and date of repairs.

(D) A maintenance log shall be maintained and include:

- (1) date of each test or visual inspection;
- (2) name and approval number of person performing the test or visual inspection;
- (3) test results;
- (4) repairs or servicing required;
- (5) repairs and date completed; and
- (6) servicing performed and date completed.

(E) Whenever backflow prevention devices required by these regulations are found to be defective, they shall be repaired or replaced at the expense of the consumer without delay as required by **Section 38-3-41(A)**.

(F) Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific authorization by the Public Works Manager.

38-3-52 BOOSTER PUMPS.

(A) Where a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low-pressure cut-off device designed to shut-off the booster pump when the pressure in the service line on the suction side of the pump drops to 20 psi or less.

(B) It shall be the duty of the water consumer to maintain the low-pressure cut-off device in proper working order and to certify to the Public works Manager, at least once a year, that the device is operable.

38-3-53 VIOLATIONS AND PENALTIES.

(A) The Public Works Manager shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by these regulations is not installed, tested, maintained and repaired in a manner acceptable to

the Public Works Manager, or if it is found that the backflow prevention device has been removed or bypassed, or if an unprotected cross-connection exists on the premises, or if a low pressure cut-off required by these regulations is not installed and maintained in working order.

(B) Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with these regulations and to the satisfaction of the Public Works Manager, and the required reconnection fee is paid.

(C) Neither the City, the Public Works Manager, or its agents or assigns, shall be liable to any customers of the City for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this ordinance, whether or not said termination of the water supply was with or without notice.

(D) The consumer responsible for back-siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of clean-up of the potable water supply system.

(E) Any person found to be violating any provision of this Code shall be served with written notice stating the notice of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.

(F) Any person violating any of the provisions of this Code in addition to the fine provided, shall become liable to the City for any expense, loss or damage occasioned by the City by reason of such violation, whether the same was caused before or after notice.

(Ord. No. 91-12; 08-20-91)

38-3-54 - 38-3-60 RESERVED.

DIVISION IV - EXTENSION OF MAINS

38-3-61 DETERMINATION OF WHO PAYS EXPENSE OF EXTENSION. The City Council shall first determine if an extension of water main is economically feasible based on the estimated cost of the extension and the number of existing potential users that will use water along the extension. If the extension is economically feasible then the City may install and pay the cost of the extension at the discretion of the City Council. If the City elects not to pay the cost of extending the water main, then the person or persons desiring water service shall install the extension at their own personal expense upon written consent by the City Council. The City shall not pay for any extensions to an undeveloped area, such as a subdivision being developed, unless there are sufficient existing residents or businesses to make the extension economically feasible. All extensions shall comply with the "Standard Specifications for Water & Sewer Construction in the State of Illinois". **(See Appendix #2)**

38-3-62 EASEMENTS. Applicants for main extensions shall deliver, without cost to the City, permanent easements or right-of-way, when necessary, for the installation and maintenance of the extensions or subsequent additions thereto. The City shall not be obligated to authorize any construction until all requirements of this Chapter have been met.

38-3-63 SIZE AND TYPE. The City reserves the right to determine and specify the diameter and type of pipe required to provide the service requested, and subject to the requirements of municipal authorities, its location within or without the limits of a street. The City further reserves the right to install a main larger in diameter than the main required to render the service requested, in which case, the City will pay the difference in cost.

38-3-64 **TITLE.** Title to all main extensions shall be vested in the City and the City shall have the right to further extend any main installed in and to other streets or premises without repayment or refund to any applicant. However, the City reserves the right to consider extensions made at the applicant's expense and without written agreement as to service lines. Upon such lines, the City will set a meter at the beginning of the extension to measure all water used and title to the line beyond the meter will be vested in the customer who shall be responsible for maintenance and replacement, when necessary.

38-3-65 **MAINTENANCE AND REPLACEMENT.** The City, at its own expense, shall maintain and when necessary, replace the City-owned mains used to supply water to its customers, and if adequate service requires the reconstruction or replacement of such mains, the mains shall be reconstructed or replaced by the City at its expense.

DIVISION V – ANNA-JONESBORO WATER COMMISSION

38-3-66 **AGREEMENT.** The agreement between the Anna-Jonesboro Water Commission and the City of Anna is hereby included in this Code as **Addendum "A"**. (Ord. No. 89-4; 03-21-89)

38-3-67 - 38-3-69 **RESERVED.**

DIVISION VI – WATER RATES

38-3-70 **BUILDING UNIT DEFINED.** All persons or families residing in a building under one roof, be it an apartment or homes converted into more than one dwelling place, each family or individual resident residing therein shall be deemed an individual customer or such homes or apartments or dwellings shall be billed for at least one minimum water and/or sewer account according to the number of families or individual residents residing therein.

38-3-71 **WATER REVENUES.** All revenues and moneys derived from the operation of the Water system shall be deposited in the water account of the water fund. All such revenues and moneys shall be held by the City Treasurer separate and apart from its private funds and separate and apart from all other funds of the City Treasurer not more than **ten (10) days** after receipt of the same, or at such more frequent intervals as may from time to time be directed by the City Council. The City Treasurer shall receive all such revenues from the water system and all other funds and moneys incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Water and Sewer System Fund of the City". The Treasurer shall administer such fund in every respect in the manner provided by **65 ILCS 5/3.1-35-40 et seq.**

38-3-72 **WATER ACCOUNTS.** The City Treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the system, and at regular annual intervals shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the water system. In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the water facilities, including a replacement cost. The financial information to be shown in the audit report shall include the following:

(A) Flow data showing total gallons received at the water plant for the current fiscal year.

- (B) Billing data to show total number of gallons billed per fiscal year.
- (C) Debt service for the next succeeding fiscal year.
- (D) Number of users connected to the system.
- (E) Number of non-metered users.

38-3-73 ACCESS TO BOOKS. The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City which are applicable to the City system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any Loan Agreement with the City.

38-3-74 NOTICE OF RATES. A copy of this Article, properly certified by the City Clerk, shall be filed in the office of the County Recorder of Deeds and shall be deemed notice to all owners of real estate of the charges of the sewer system of the City on their properties. Each user shall be notified at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to sewer treatment services.

38-3-75 APPEALS. The method for computation of rates and service charges established for user charges in **Article IV Division I** shall be made available to a user within **fifteen (15) days** of receipt of a written request for such. Any disagreement over the method used, or in the computation thereof, shall be remedied by a third party selected by both parties within **ninety (90) days** after notification of a formal written appeal outlining the discrepancies.

38-3-76 ADEQUACY OF SERVICE CHARGES. The adequacy of the water service charge shall be reviewed, not less often than annually by the City Council with assistance if requested by the Council from the City Engineer and any accountant performing audit services for the City. The water service charge rates shall be revised periodically to reflect the change in local capital costs or operation, maintenance and replacement costs. The rates established by the City from time to time shall include a basic user charge, a debt service charge, and a capital improvement charge. The basic user charge is levied on all users to recover the operation, maintenance plus replacement (O, M & R) costs and shall be based on water usage as recorded by water meters. The basic user charge shall be computed as follows:

- (A) Estimate the annual water volume;
- (B) Estimated the projected annual revenue required to operate and maintain the water facilities, including a replacement fund for the year, for all works categories;
- (C) Compute costs per **one thousand (1,000) gallons**.

The debt service charge is computed by apportioning the annual debt service as a charge per **one thousand (1,000) gallons**. The capital improvement charge is levied on users to provide for capital improvements, extensions or reconstruction of the water works. The capital improvement charge is computed by apportioning the annual amount to be accrued as a charge per **one thousand (1,000) gallons**.

38-3-77 COMPUTATION. The method for computation of rates and service charges established for user charges in this Article shall be made available to a user within **twenty (20) days** of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by the City within **forty-five (45) days** after notification of a formal written appeal outlining the discrepancies.

38-3-78 CONNECTION CHARGE.

(A) **Inside City.** Applicants for water service inside the City shall pay a charge of **Three Hundred Fifty Dollars (\$350.00)** per unit served. Each dwelling, commercial and industrial unit shall be assessed at connection charge. The City will provide a **three-fourths (3/4) inch** or a **one (1) inch** service line of up to **one hundred (100) feet** plus the tap-in, labor and materials.

(B) **Outside City.** Applicants for water service outside the City limits shall pay **Five Hundred Fifty Dollars (\$550.00)** plus the labor and meter.

(C) **Illinois Plumbing Code.** All water tap and service connections made to the mains of the Waterworks System of the City shall conform to the regulations of this Code and of the Illinois Plumbing Code. All connections and installations shall be made by the City's water and sewer department.

(See 65 ILCS 5/11-150-1)

38-3-79 WATER RATES. There shall be established the following rates and charges for the use of the water system of the City, based upon the amount of water consumed as follows:

(A) **WATER RATES INSIDE CITY.**

First	2,000 gallons per month	\$24.74 MINIMUM CHARGE
Over	2,000 gallons per month	\$12.77 per 1,000 gallons

(B) **WATER RATES OUTSIDE CITY.**

First	2,000 gallons per month	\$31.16 MINIMUM CHARGE
Over	2,000 gallons per month	\$13.88 per 1,000 gallons

(C) **BULK SALES.**

\$_____ per 1,000 gallons

The rates and charges in this Section shall take effect on **November 1, 2022** and remain in effect until **April 30, 2023**, unless otherwise amended or repealed by official act of the City Council.

(Ord. No. 2022-25; 10-04-22)

38-3-80 REQUESTED SHUT-OFF. If user requests water to be shut off, there will be a **Twenty-Five Dollar (\$25.00)** fee to have the water turned on again.

38-3-81 TRASH FEE. Pursuant to the water and trash collection ordinance, customers who receive the City's waste collection services shall pay **Twenty Dollars Forty-Three Cents (\$20.43)** per month which shall be added to the utility bills.

The rates and charges in this Section shall take effect on **May 1, 2023** and remain in effect until **April 30, 2024**, unless otherwise amended or repealed by official act of the City Council.

(Ord. No. 2023-03; 03-21-23)

38-3-82 - 38-3-84 RESERVED.

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ARTICLE IV - WASTEWATER SYSTEM**DIVISION I - GENERALLY**

38-4-1 DEFINITIONS. Unless the context specifically indicates otherwise, the meaning of terms used in this Chapter shall be as follows:

"GOVERNMENT, FEDERAL".

(A) **"Administrator"** means the Administrator of the U.S. Environmental Protection Agency.

(B) **"Federal Act"** means the Federal Clean Water Act (**33 U.S.C. 466 et seq**) as amended, (**Pub. L. 95-217**).

(C) **"Federal Grant"** shall mean the U.S. government participation in the financing of the construction of treatment works as provided for by Title II-Grants for Construction of Treatment Works of the Act and implementing regulations.

"GOVERNMENT, LOCAL".

(A) **"Approving Authority"** shall mean the Public Works Manager of the City or his authorized deputy, agent, or representative. A Chief Operator shall be employed by the City at all times to be in charge of the operation and maintenance of the sewage treatment works and sanitary sewage system; and said Operator shall at all times be properly certified under State and Federal laws.

(B) **"NPDES Permit"** means any permit or equivalent document or requirements issued by the Administrator, or, where appropriated by the Director, after enactment of the Federal Clean Water Act to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act.

(C) **"Person"** shall mean any and all persons, natural or artificial including any individual, firm, company, municipal or private cooperation, association, society, institution, enterprise, governmental agency or other entity.

(D) **"Public Works Manager"** shall mean the Public Works Manager or other person or persons duly authorized by the City to inspect and approve the installation of building sewer and their connection to the sanitary sewer system.

"GOVERNMENT, STATE".

(A) **"Director"** means the Director of the Illinois Environmental Protection Agency.

(B) **"State Act"** means the Illinois Anti-Pollution Bond Act of 1970.

(C) **"State Grant"** shall mean the State of Illinois participation in the financing of the construction of treatment works as provided for by the Illinois Anti-Pollution Bond Act and for making such grants as filed with the Secretary of State of State of Illinois.

"CLARIFICATION OF WORD USAGE". "Shall" is mandatory; "may" is permissible.

"WASTEWATER TYPES AND APPURTENANCES".

(A) **"Building Drain"** shall mean that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer or other approved point of discharge, beginning **five (5) feet (1.5 meters)** outside the inner face of the building wall.

(B) **"Building Sewer"** shall mean the extension from the building drain to the public sewer or other place of disposal.

(C) **"Combined Sewer"** shall mean a sewer which is designed and intended to receive sewer, storm, surface and groundwater drainage.

(D) **"Easement"** shall mean an acquired legal right for the specific use of land owned by other.

(E) **"Public Sewer"** shall mean a sewer provided by or subject to the jurisdiction of the City. It shall also include sewer within or outside the City boundaries that serve **one (1)** or more

persons and ultimately discharge into the City sanitary sewer or combined sewer system, even though those sewers may not have been constructed with City funds.

(F) **"Sanitary Sewer"** shall mean a sewer that conveys sewage or industrial wastes or a combination of both, and into which storm, surface and groundwaters or unpolluted industrial wastes are not intentionally admitted.

(G) **"Sewer"** shall mean the system of sewer and appurtenances for the collection, transportation and pumping of sewage.

(H) **"Storm Sewer"** shall mean a sewer that carries storm, surface and groundwater drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

(I) **"Stormwater Runoff"** shall mean that portion of the precipitation that is drained into the sewer.

"TREATMENT":

(A) **"Pretreatment"** shall mean the treatment of sewer from sources before introduction into the sewer treatment works.

(B) **"Sewer Treatment Works"** shall mean an arrangement of devices and structures for treating sewer, industrial wastes, and sludge. Sometimes used as synonymous with "waste treatment plant" or "sewer treatment plant" or "pollution control plant".

"TYPES OF CHARGES":

(A) **"Basic User Charge"** shall mean the basic assessment levied on all users of the public sewer system.

(B) **"Capital Improvement Charge"** shall mean the charge levied on users to improve, extend or reconstruct the sewage treatment works.

(C) **"Debt Service Charge"** shall be the amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.

(D) **"Local Capital Cost Charge"** shall mean charges for costs other than the Operation, Maintenance and Replacements costs, i.e. debt service and capital improvement costs.

(E) **"Replacement"** shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the service life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

(F) **"Sewer Fund"** is the principal accounting designation for all revenues received in the operation of the sewer system.

(G) **"Surcharge"** shall mean the assessment in addition to the basic user charge and debt service charge which is levied on those persons whose wastes are greater in strength than average concentration values as established by code.

(H) **"Useful Life"** shall mean the estimated period during which the collection system and/or treatment works will be operated.

(I) **"User Charge"** shall mean a charge levied on users of treatment works for the cost operation, maintenance and replacement.

(J) **"Sewer Service Charge"** shall be the charge per quarter or month levied on all users of the Sewer Facilities. The service charge shall be computed as outlined in Article IV of this Code and shall consist of the total or the Basic User Charge, the local capital cost and a surcharge, if applicable.

(K) **"Reserve Fund Charge"** shall mean a revolving fund for expansion and construction of the sewer system.

"USER TYPES":

(A) **"Control Manhole"** shall mean a structure located on a site from which industrial wastes are discharged. Where feasible, the manhole shall have an interior drop. The purpose of a "control manhole" is to provide access for the City representative to sample and/or measure discharges.

(B) **"Industrial User"** shall include establishments engaged in manufacturing activities involving the mechanical or chemical transformation of materials of substance into products.

(C) **"Residential User"** shall mean all dwelling units such as houses, buildings, mobile homes, apartments, permanent multi-family dwellings.

(D) **"User Class"** shall mean the type of user either "residential or commercial" (non-industrial) or "industrial" as defined herein.

(E) **"Commercial User"** shall include transit lodging, retail and wholesale establishments or places engaged in selling merchandise or rendering services.

(F) **"Institutional/Governmental User"** shall include schools, churches, penal institutions, and users associated with Federal, State and local governments.

"WASTEWATER FACILITIES" shall mean the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and transport effluent to a watercourse.

"WATERCOURSE AND CONNECTIONS":

(A) **"Watercourse"** shall mean a channel in which a flow of water occurs, either continuously or intermittently.

(B) **"Natural Outlet"** shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

"WASTEWATER AND ITS CHARACTERISTICS":

(A) **"BOD"** (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in **five (5) days at 20 degrees centigrade (20°C)**, expressed in milligrams per liter.

(B) **"Effluent Criteria"** are defined in any applicable "NPDES Permit".

(C) **"Floatable Oil"** is oil, fat, or grease in a physical state such that it will separate by gravity from sewer by treatment in an approved pretreatment facility. A sewer shall be considered free of floatable fat if it is properly pretreated, and the sewer does not interfere with the collection system.

(D) **"Garbage"** shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

(E) **"Industrial Waste"** shall mean any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

(F) **"Major Contributing Industry"** shall mean any non-governmental user of the publicly owned treatment works that:

- (1) Has a flow of 50,000 gallons or more per average workday; or
- (2) Has a flow greater than **ten percent (10%)** of the flow carried by the municipal system receiving the waste; or
- (3) Has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under Section 307(a) of the Federal Act; or
- (4) Is found by the permit issuance authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

(G) **"Milligrams per Liter"** (mg/l) shall mean a unit of the concentration of water or sewer constituent. It is 0.001 gram of the constituent in 1,000 milliliters of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water and sewer analysis.

(H) **"pH"** shall mean the logarithm (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in the IEPA Division of Laboratories Manual of Laboratory Methods.

(I) **"Population Equivalent"** is a term used to evaluate the impact of industrial or other waste on a treatment works or stream. One population equivalent is 100 gallons of sewage per day, containing 0.17 pounds of BOD and 0.20 pounds of suspended solids.

- (J) **"ppm"** shall mean parts per million by weight.
- (K) **"Properly Shredded Garbage"** shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewer, with no particle greater than **one (1/2) half inch (1.27 centimeters)** in any dimension.
- (L) **"Sewage"** is used interchangeably with "sewer".
- (M) **"Slug"** shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than **fifteen (15) minutes more than five (5) times** the average **twenty-four (24) hour** concentration or flows during normal operation.
- (N) **"Suspended Solids"** (SS) shall mean solids that either float on the surface of, or are in suspension in water, sewage, or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the I.E.P.A. Division of Laboratories Methods.
- (O) **"Unpolluted Water"** is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewer and sewer treatment facilities provided.
- (P) **"Sewer"** shall mean the spent water of a community. From this standpoint of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.
- (Q) **"Water Quality Standards"** are defined in the Water Pollution Regulations of Illinois.

(Ord. No. 2019-04; 06-04-19)

38-4-2 NPDES PERMIT. An NPDES permit shall be acquired by the City and the sewage treatment works and sanitary sewage system shall be operated and maintained in accordance with the conditions and terms of said permit at all times.

38-4-3 FEDERAL REGULATIONS. The Federal Regulations contained in 40 CFR, Part 35, as published in the Federal Register on **February 11, 1974**, shall be incorporated into and by reference be made a part of this Code.

38-4-4 CONFINED SPACE ENTRY REGULATIONS. The confined space entry regulations as adopted **November 3, 1998** is hereby included as **Addendum "B"**. (**#R98-72; 11-03-98**)

DIVISION II - USE OF PUBLIC WASTEWATERS REQUIRED

38-4-5 DEPOSIT OF WASTES. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City, any human or animal excrement, garbage or other objectionable waste.

38-4-6 SEWAGE IN NATURAL OUTLET. It shall be unlawful to discharge to any natural outlet within the City, or in area under the jurisdiction of the City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

38-4-7 PRIVATE SYSTEM, UNLAWFUL. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

38-4-8 CONNECTION TO SYSTEM REQUIRED. Pursuant to **225 ILCS 320/3** (The Illinois Plumbing License Law), the owner of all the houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the City and abutting on any street, alley, right-of-way in which there is now located or may in the future be located any public sanitary (or combined) sewer of the City is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Code, within **thirty (30) days** after date of official notice to do so, provided that said public sewer is within **two hundred (200) feet** of the nearest property line and adequate to handle the additional connection, where determined to be required.

38-4-9 RESERVED.

DIVISION III - PRIVATE SEWAGE DISPOSAL

38-4-10 PRIVATE SEWAGE SYSTEM. Where a public sanitary sewer is not available under the provisions of **Section 38-4-7**, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this division.

38-4-11 HEALTH DEPARTMENT APPROVAL. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit from the appropriate Health Department. The application for such permit shall be made on a form furnished by the City (**reference Appendix #3**) which the applicant shall supplement by any plans, specifications and other information as deemed necessary by the Public Works Manager. A permit and inspection fee of **One Hundred Dollars (\$100.00)** shall be paid to the City at the time the application is filed.

38-4-12 PERMIT APPROVAL. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Public Works Manager. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Public Works Manager when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within **forty-eight (48) hours** of the receipt of written notice by the Public Works Manager.

38-4-13 COMPLIANCE WITH STATE REQUIREMENTS. The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the State of Illinois Private Sewage Disposal Licensing Act and Code and with the State of Illinois Environmental Protection Agency. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than **forty thousand (40,000) square feet**. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

38-4-14 AVAILABILITY OF PUBLIC WASTEWATER. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in **Section 38-4-7**, a direct connection shall be made to the public sewer in compliance with this Code, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

38-4-15 OPERATION OF PRIVATE SYSTEM. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, and at no expense to the City.

38-4-16 ADDITIONAL RESTRICTIONS. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the Local Health Officer.

38-4-17 - 38-4-20 RESERVED.

DIVISION IV - BUILDING WASTEWATER AND CONNECTIONS

38-4-21 DISTURBING SYSTEM UNLAWFUL. No unauthorized person shall uncover, make any connections with, or opening into; use; alter; or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Public Works Manager.

38-4-22 COMPLIANCE WITH REGULATING AUTHORITIES. All disposal by any person into the sewer system is unlawful except those discharges in compliance with Federal Standards promulgated pursuant to the Federal Act and more stringent State and local standards.

38-4-23 CLASSES OF PERMITS.

(A) There shall be **three (3)** classes of building sewer permits as follows:

- (1) Residential sewer service.
- (2) Service to Commercial or Institutional establishments or industrial sewer service.
- (3) Service to establishments producing industrial wastes.

(B) In either case, the owner or his agent shall make applications on a special form furnished by the City. **(See Appendix #4)** The fee per connection shall be paid to the City at the time the application is filed pursuant to this Division of this Article.

(C) The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Public Works Manager. The industry, as a condition of permit authorization, shall provide information describing its sewer constituents, characteristics and type of activity.

38-4-24 COST BORNE BY OWNER. All costs and expenses including labor and material incidental to the installation, connection and maintenance of a lateral sewer line shall be borne by the owner(s). The owner(s) shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation, connection and maintenance of the lateral sewer lines. This section shall apply even where the lateral sewer line runs under a public street, public right-of-way, or public easement.

38-4-25 SEPARATE WASTEWATER: EXCEPTION. A separate and independent building sewer shall be provided for every building, except that where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer; except for sewer connection charges accruing from such buildings or properties.

38-4-26 OLD BUILDING WASTEWATER. Old building sewer may be used in connection with new buildings only when they are found, on examination and test by the Public Works Manager, to meet all requirements of this Code.

38-4-27 PLUMBING CODE REQUIREMENTS. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society of Testing materials, **Water Pollution Control Federation Manual of Practice No. 9**, and **Standard Specifications for Water and Sewer Main Construction in Illinois** shall apply.

38-4-28 ELEVATION. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by a means which is approved in accordance with **Section 38-4-22** and discharged to the building sewer.

38-4-29 PROHIBITED CONNECTIONS. No person(s) shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to public sanitary sewer.

38-4-30 CONNECTIONS TO WASTEWATER MAINS. Building Sewer connections with any sewer shall be made only at manholes or other such junctions as may be provided or designated by the City, and then only in such manner as directed. The connection of the building sewer shall be made at a wye branch, if such branch is available. The building service sewer shall generally enter the sewer main or lateral by way of an existing wye. In the event of absence of the wye, the connection to the sewer main or lateral shall be made by one of the methods indicated below.

(A) Installation of a manhole

(B) Circular saw-cut sewer main by proper tools ("Sewer Tap" machine or similar), and proper installation of hub wye saddle, in accordance with manufacturer's recommendation. This method shall not be allowed when the wye branch is larger than **four (4) inches** in diameter. The entire sewer main in the location of the wye and the wye shall be encased in concrete.

(C) Using the pipe cutter only, neatly and accurately cut out desired length of pipe for insertion of proper fitting. Remove both hub and bell ends, or other compression couplings from wye branch fitting to allow the wye branch to be inserted with no more than a total of **one-half (1/2) inch** gap. Use "Band Seal" couplings, or similar couplings, and shear rings and clamps to fasten the inserted fitting and hold it firmly in place. The entire section shall then be encased in concrete having a minimum thickness of **four (4) inches** and extending **eight (8) inches** beyond each joint.

If another method is desired, a detail shall be submitted for review and approval by the City before the connection is made. Indiscriminate breaking of the sewer main pipe is not allowed.

On Site Inspection. After the wye branch has been inserted and jointed, and before any additional fittings have been placed in the service line, the installation shall be approved by the Public Works Manager, or his authorized representative. After approval is granted, the contractor shall encase the work area as specified herein.

Backfill. To be placed in accordance with The Standard Specifications for Water and Sewer Main Construction in Illinois, Current Edition. In addition, any building sewer crossing any street, or traveled alley shall be backfilled with CA-86 backfill material.

Concrete Encasement. When a riser is constructed and its height is **four (4) feet** or more measured from the flowline of the sewer main to the top of the riser pipe, the wye connection shall be

encased in concrete to a height of at least **one foot six inches (1' 6")** above the flowline of the sewer main. When the height of the riser is less than **four (4) feet** above the flowline of the sewer main, the wye connection shall be backfilled to the top of the riser pipe with carefully placed and compacted granular backfill.

38-4-31 CAPACITY OF WASTEWATER. A building sewer permit will only be issued, and a sewer connection shall only be allowed if it can be demonstrated that the downstream sewer facilities, including sewer, pump stations and sewer treatment facilities, have sufficient reserve capacity to adequately and efficiently handle the additional anticipated waste load, including capacity for BOD and Suspended Solids.

38-4-32 TAP-IN SUPERVISION AND TESTING. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Public Works Manager or his representative.

At any time after the installation of the building sewer, the City may test the building sewer for violation of this Code.

38-4-33 INSPECTION. After the building sewer has been constructed in the trench but before the sewer is backfilled, the applicant for the building sewer permit shall notify the Public Works Manager that the building sewer is ready for inspection. If the sewer has been constructed properly, permission will be given to backfill the trench. If the sewer construction is found to be unsuitable, the permit applicant will correct the installation to meet City's requirements.

38-4-34 PUBLIC WASTEWATER CONNECTION. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code, or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the American Society of Testing Materials, **Water Pollution Control Federation Manual of Practice No. 9**, and **Standard Specifications for Water and Sewer Main Construction in Illinois**. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the City before installation.

38-4-35 PROTECTION OF PROPERTY. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

38-4-36 UNLAWFUL DISCHARGES. All disposal by any person into the sewer system is unlawful except those discharges in compliance with Federal Standards promulgated pursuant to the Federal Act and more stringent State and local standards.

38-4-37 - 38-4-41 RESERVED.

DIVISION V - EXTENSION OF COLLECTING WASTEWATERS

38-4-42 PERMIT REQUIRED; AUTHORIZED PERSONNEL. No person, other than an authorized employee of the City, shall make any connection with, uncover, alter or disturb a City sewer, or open any manhole, intercepting chamber, or any appurtenance thereof without first obtaining a written permit to do so from the City, and no person shall make any connection or opening into any sewer, the flow of which is directly or indirectly discharged into any City sewer, without first obtaining a written permit to do so from the City. **(See Appendix #2)**

38-4-43 EXTENSION PERMITS. Issuance of sewer extension permits shall be initiated by an application for construction permit. The application shall be made on the forms provided by the IEPA, shall be fully completed by the applicable persons or parties, and shall be accompanied by a set of plans, specifications, and any other information as may be required by the City.

Plans and specifications shall be prepared by a registered professional engineer and approval thereof must be obtained from the City and IEPA.

If the application is in proper form, and the sewer extension indicated therein appears to be in accordance with this ordinance and all state and federal requirements, the City shall issue the permit for construction of the sewer. If otherwise, the application for permit shall be denied by the City. There shall be no fee charged for sewer extension application or permits.

If the application is denied by the City, they shall state the reason or reasons therefore in writing, mailed or personally delivered to the applicant. The applicant shall have the right to amend such application in conformity with the reasons given for denial and resubmit it to the City for further consideration.

All permits issued under this Article V shall have an expiration date of **two (2) years** after the date of issuance. Any sewer not constructed prior to the date of expiration shall have a new application submitted and a new permit issued prior to their construction.

The applicant for the permit shall furnish a corporate surety bond in an amount **one and one-half (1 1/2) times** the cost of the contemplated work for which the permit is to be issued.

38-4-44 MATERIALS. All sewer extensions shall be constructed of the following materials:

(A) Sewer pipe with diameters **eight (8) inches** and larger shall be one of the following:

- (1) ABS composite pipe conforming to ASTM D-2680 with solvent weld joints or O-ring rubber gasket joints as referenced in ASTM D-2680.
- (2) PVC sewer pipe SDR-35 conforming to ASTM 03033 or D3034 with joints conforming to ASTM D3212.

(B) Laterals and fittings from the sewer to the property lines shall be **six (6) inch** diameter and

- (1) of comparable material to the sewer main for VCP and PVC pipe.
- (2) for ABS pipe use ABS solid wall pipe SDR-23.5 conforming to ASTM D-2751.

38-4-45 INSPECTIONS OF CONSTRUCTION. Construction of the sewer shall be inspected under competent supervision supplied by a registered professional engineer and upon completion of construction, accurate detailed plans as constructed ("record drawings") shall be certified and submitted by the professional engineer to the City before any applications for building sewer permits are filed; all at the expense of the Owner. These plans shall show all elevations as installed as well as accurate measurements showing the locations of service connections. The Engineer shall also submit a certified statement showing the source, place and volume of foreign waters.

All sewers shall be subjected to:

(A) A lamp test which shall provide that from one manhole to another, at least **one-half (1/2)** of the pipe end area shall be visible.

(B) Infiltration or exfiltration test with acceptable allowance of 200 gallons per day per inch diameter per mile;

(C) Under special circumstances, when approved by the City, air pressure testing with allowance to be specified by the City.

When any sewer line fails to pass the infiltration test, the exfiltration test, or an air pressure test, the sewer line shall be televised in the presence of the City 's representatives to determine points of faulty construction. The Owner shall repair all defects; the method of repair shall be subject to the approval of the City. **(See Appendix #5)**

38-4-46 MANHOLES REQUIRED. Manholes shall be installed at all changes in grade and/or direction and at distances not greater than **four hundred (400) feet** apart. All manhole covers shall be watertight and self-sealing, incorporating an "O" ring gasket. All covers shall have concealed pick holes. Where manhole covers may be subjected to frequent and extreme submergence, additional watertightness shall be ensured by using bolt down covers.

38-4-47 - 38-4-48 RESERVED.

DIVISION VI - USE OF PUBLIC WASTEWATER FACILITIES

38-4-49 DISCHARGE OF STORM WATER. No person shall discharge, or cause to be discharged, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

38-4-50 STORM WATER. Stormwater and all other unpolluted drainage shall be discharged to such sewer as are specifically designated as storm sewer, or to a natural outlet approved by the Public Works Manager. Industrial cooling water or unpolluted process waters may be discharged on approval of the City, to a storm sewer, or natural outlet.

38-4-51 REGULATIONS OF WASTES. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

(A) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solids, or gas.

(B) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two MG/L as CN in the wastes as discharged to the public sewer.

(C) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

(D) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewer, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

38-4-52 HARMFUL EFFECTS OF CERTAIN MATERIALS. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Public Works Manager that such wastes can harm either the sewer, sewage treatment process or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming this opinion as to the acceptability of these wastes, the Public Works Manager will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewer, materials of construction of the sewer, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and maximum limits established by regulatory agencies. The substances prohibited are:

(A) Any liquid or vapor having a temperature higher than **One Hundred Fifty degrees Fahrenheit (150°F), (65°C).**

(B) Any waters or wastes containing toxic or poisonous materials; or oils, whether emulsified or not, in excess of **One Hundred (100) mg/l** or containing substances which may solidify or become viscous at temperatures between **Thirty-Two (32) and One Hundred Fifty degrees Fahrenheit (150°F), (0 and 65°C).**

(C) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of **three-fourths (3/4) horsepower (0.76 hp metric)** or greater shall be subject to the review and approval of the City.

(D) Any waters or wastes containing strong acid, iron pickling wastes, or concentrated plating solution whether neutralized or not.

(E) Any waters or wastes containing iron, chromium, copper, zinc, or similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.

(F) Any waters or wastes containing phenols or other waste odor-producing substances, in such concentration exceeding limits which may be established by the City as necessary after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

(G) Any radioactive wastes or isotopes of long half-life (over **one hundred (100) days**) without special permit. The radioactive isotopes I (131) and p (32) used at hospitals are not prohibited if properly diluted at the source.

(H) Any mercury or any of its compounds in excess of **0.0005 mg/l as Hg** at any time except as permitted by the City in compliance with applicable State and Federal regulations.

(I) Materials which exert or cause:

- (1) unusual concentrations or inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);
- (2) excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
- (3) unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;
- (4) unusual volume of flow or concentrations of wastes constituting "slugs" as defined herein. **(See Appendix #7)**

(J) Waters or wastes containing substances which are not amendable to treatment or reduction by the sewage treatment processes employed or are amendable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

(K) Any waters or wastes having a pH in excess of 9.5.

(L) Any cyanide in excess of 0.025 mg/l at any time except as permitted by the City in compliance with applicable State and Federal regulations.

38-4-53 HARMFUL WASTES; APPROVAL.

(A) If any waters or wastes are discharged or are proposed to be discharged to the public sewer, which waters contain the substances or possess the characteristics enumerated in **Section 38-4-52** of this Division, and/or which are in violation of the standards for pretreatment provided in 40 CFR 403, June 26, 1978 and any amendments thereto, and which in the judgment of the Public Works Manager may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Public Works Manager may:

- (1) reject the wastes;
- (2) require pretreatment to an acceptable condition for discharge; and/or;
- (3) require control over the quantities and rates for discharge; and/or;
- (4) require payment to cover the added costs of handling and treating the wastes not covered by existing taxes or sewer charges, under the provisions of **Section 38-4-42.**

(B) If the Public Works Manager permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Public Works Manager, and subject to the requirements of all applicable codes, articles, and laws.

(C) The owner of the pretreatment or equalization facilities shall obtain construction and operating permits from the Illinois Environmental Protection Agency prior to the issuance of final approval by the Public Works Manager.

(D) Where multiple process or discharges are present or contemplated at an industry, the City shall have the authority to require the owner or person to furnish and install more than one control manhole with appurtenances and/or require that all sewers be discharged through a single control manhole or structure with appurtenances described herein.

38-4-54 INTERCEPTORS PROVIDED.

(A) Grease, oil, and sand interceptors shall be provided in accordance with the Illinois State Plumbing Code to assure the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be located as to be readily and easily accessible for cleaning and inspection. All grease interceptors shall be serviced and emptied of accumulated waste content as required or at a minimum of once every **four (4) months** in order to maintain minimum design capability or effective volume of the grease interceptor and to prevent carry over of grease into the sanitary sewer system. All fast food and sit-down restaurants shall install a grease interceptor with a capacity of at least **one thousand five hundred (1,500) gallons** and designed in accordance with **Appendix "A"**. Food establishments that serve a minimum amount of fried foods such as deli sandwich shops, shall install a grease interceptor with a capacity of at least **one thousand (1,000) gallons**, and designed in accordance with **Appendix "B"**.

(B) Users whose operations cause or allow excessive grease to discharge or accumulate in the City wastewater collection and treatment system may be liable to the City for costs related to service calls for sewer line blockages, line cleaning, line and pump repairs, etc. including all labor, materials, and equipment. Failure to pay all service-related charges may also be grounds for sewer service discontinuance.

(C) **Maintenance Log.** A grease trap cleaning/maintenance log indicating each pumping for the previous **twenty-four (24) months** shall be maintained by each Food Service Facility. This log shall include the date, time, amount pumped, hauler, and disposal site and shall be kept in a conspicuous location for inspection. Said log shall be made available to the City or his representative upon request.

(D) **Submittal of Records.** Each user shall submit all cleaning and maintenance records to the City. The maintenance records shall include the following information:

- (1) Facility name, address, contact person, and phone number.

- (2) Company name, address, phone number, and contact name of person responsible for performing the maintenance, cleaning, pumping, or repair of grease trap.
- (3) Types of maintenance performed.
- (4) Dates maintenance was performed.
- (5) Date of next scheduled maintenance.
- (6) Copies of manifests.
- (7) The user shall be required to submit maintenance records to the City on an annual basis. Records shall be submitted by **September 1st** of each year. The records shall be submitted to:
Attn: Public Works Manager

(E) The City will perform periodic inspections of these facilities and shall notify the user of any additional required maintenance or repairs. Upon written notification by the City, the user shall be required to perform the maintenance and records of said maintenance within **fourteen (14) calendar days**. Upon inspection by the City the user may be required to install, at his expense, additional controls to provide a complete system which prevents discharges of undesirable materials into the wastewater collection system.

(F) **Control Plan for Fats, Oils, Greases (FOG) and Food Waste.**

- (1) Any new construction, renovation, or expansion of Food Service Facilities shall be required to submit to the City a FOG and food waste control plan that will effectively control the discharge of undesirable materials into the wastewater collection system.
- (2) Any existing Food Service facilities shall also be required to submit a FOG and food waste control plan that will effectively control the discharge of undesirable materials into the wastewater collection system. Existing facilities shall not be exempt from the requirements of this Section. There will be no "Grandfathering".

(G) **Exceptions to the Above.** Should existing facilities be hampered by space constraints or restrictions caused by unchangeable plumbing, an alternative interceptor may be approved, provided that:

- (1) Said interceptor and installation is endorsed by a licensed plumbing contractor in regard to its operability.
- (2) Said interceptor and installation is endorsed by the City Engineer.
- (3) Said interceptor and installation is approved by the Public Works Manager and the Water and Sewer Committee.

Such installations may be subject to more stringent inspections and maintenance schedules.

38-4-55 FLOW-EQUALIZING FACILITIES. Where preliminary treatment or flow-equalizing facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

38-4-56 INDUSTRIAL WASTES CONTROL MANHOLE. Each industry shall be required to install a control manhole and, when required by the Public Works Manager, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Public Works Manager. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

38-4-57 INDUSTRIAL WASTE TESTING.

(A) The owner of any property serviced by a building sewer carrying industrial wastes shall provide laboratory measurements, tests, and analyses of waters and wastes to illustrate compliance with this Code and any special conditions for discharge established by the City or regulatory agencies having jurisdiction over the discharge.

(B) The number, type, and frequency of laboratory analyses to be performed by the owner shall be as stipulated by the City, but no less than once per year the industry must supply a complete analysis of the constituents of the sewer discharge to assure that compliance with the Federal, State, and local standards are being met. The owner shall report the results of measurements and laboratory analyses to the City at such times and in such a manner as prescribed by the City. The owner shall bear the expense of all measurements, analyses, and reporting required by the City. At such times as deemed necessary the City reserves the right to take measurements and samples for analysis by an outside laboratory service.

38-4-58 MEASUREMENTS AND TESTS. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Code shall be determined in accordance with the latest edition of **IEPA Division of Laboratories Manual of Laboratory Methods**, and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole. In the event that no special manhole has been required the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a **twenty-four (24) hour** composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from **twenty-four (24) hour** composites of all outfalls, whereas pH's are determined from periodic grab samples.)

38-4-59 SPECIAL ARRANGEMENTS. No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefore, in accordance with the Chapter, hereof, by the industrial concern provided such payments are in accordance with Federal and State guidelines for User Charge System and Industrial Cost Recovery System. **(See Article IV - Division I of this Code)**

38-4-60 - 38-4-64 RESERVED.**DIVISION VII - INSPECTIONS****38-4-65 PROTECTION FROM DAMAGE.**

(A) Any person who knowingly breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance, or equipment which is part of the City's sewage works, shall be subjected to the provisions of **720 ILCS 5/21-1 et seq.** (The Illinois Criminal Code) and shall additionally be civilly liable for such damage.

(B) Any person who negligently breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance, or equipment which is part of the City's sewage works, shall be subject to fine(s) in accordance with **Section 1-1-20** in the City Code.

38-4-66 INSPECTION AND TESTING.

(A) The Public Works Manager and other duly authorized employees of the City, the Illinois Environmental Protection Agency, and the United States Environmental Agency, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Code.

(B) The Public Works Manager or his representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewer or waterway or facilities for waste treatment. **(See Appendix #5)**

38-4-67 LIABILITY OF CITY. While performing the necessary work on private properties referred to in **Section 38-4-66** above, the Public Works Manager or duly authorized employees of the City, the Illinois Environmental Protection Agency, and the United States Environmental Protection Agency shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the City employees and the City shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain conditions as required in **Section 38-4-57.**

38-4-68 PRIVATE PROPERTY INSPECTIONS. The Public Works Manager and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

38-4-69 - 38-4-70 RESERVED.**DIVISION VIII – SEWER RATES**

38-4-71 BUILDING UNIT DEFINED. All persons or families residing in a building under one roof, be it an apartment or homes converted into more than one dwelling place, each family or individual resident residing therein shall be deemed an individual customer or such homes or apartments or dwellings shall be billed for at least one minimum sewer account according to the number of families or individual residents residing therein.

38-4-72 SEWER REVENUES. All revenues and moneys derived from the operation of the sewer system shall be deposited in the Sewer Fund. All such revenues and moneys shall be held by the Treasurer separate and apart from his private funds and separate and apart from all other funds of the City and all of said sum, without any deductions whatever, shall be delivered to the Treasurer not more than **ten (10) days** after receipt of the same, or at such more frequent intervals as may, from time to time, be directed by the City Council.

The Treasurer shall receive all such revenues from the sewer system and all other funds and moneys incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Sewage Fund of the City".

The Treasurer shall administer such fund in every respect in the manner provided by **65 ILCS 5/3.1-35-40 et seq.**

38-4-73 SEWER ACCOUNTS. The Treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the sewer system and at regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewer system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewer facilities, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system and capital amounts required to be recovered under the industrial cost recovery system do, in fact, meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- (A) Flow data showing total gallons received at the sewer plant for the current fiscal year.
- (B) Billing data to show total number of gallons billed.
- (C) Debt service for the next succeeding fiscal year.
- (D) Number of users connected to the system.
- (E) Number of non-metered users.
- (F) A list of users discharging non-domestic wastes (industrial users) and volume of waste discharged.

38-4-74 NOTICE OF RATES. Each user shall be notified at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to sewer treatment services.

38-4-75 ACCESS TO RECORDS. The Illinois E.P.A., United States Environmental Protection Agency, or its authorized representative shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges or industrial cost recovery for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of the special and general conditions to any state grant or loan.

38-4-76 DEPRECIATION AND REPLACEMENT. The sewage treatment works will be depreciated upon a straight-line basis with a useful life of **thirty (30) years** with a salvage value established under the definition contained herein.

(A) All personal property shall be depreciated upon the basis of a useful life of **thirty (30) years** with a salvage value established under the definition contained herein.

(B) All personal property shall be depreciated upon the basis of a useful life of **thirty (30) years** and a replacement value at the end of said useful life of **one hundred percent (100%)** of its existing fair market value when purchased and installed as a part of the total sewage treatment works.

38-4-77 APPEALS. The method for computation of rates and service charges established for user charges shall be made available to a user within **fifteen (15) days** of receipt of a written request for such. Any disagreement over the method used, or in the computation thereof, shall be remedied by a third party selected by both parties within **thirty (30) days** after notification of a formal written appeal outlining the discrepancies.

38-4-78 WASTEWATER SERVICE CHARGES.

(A) In order that the rates and charges may be equitably adjusted to the service rendered, the City shall have the right to base its charges not only on volume, but also on the strength and character of the sewage and wastes which it is required to treat. The City shall have the right to measure and determine the strength and content of all sewage and wastes discharged, either directly or indirectly, into the City's sanitary sewage system, in such a manner and by such method as it may deem

practicable in the light of the conditions and attending circumstances of the case, in order to determine the proper charge.

(B) **Basis of Wastewater Service Charges.** The wastewater service charge for the use of and for service supplied by the wastewater facilities of the City shall consist of a user charge for operation and maintenance plus replacement, a debt service charge, an account charge, a depreciation charge and a surcharge, if applicable.

- (1) The **debt service charge** shall be computed by dividing the annual debt service of all outstanding loans, bonds, etc. by the number of users.
- (2) The **user charge** can be computed by dividing the amount of total operation and maintenance costs by the volume of flow.
- (3) The **account charge** can be computed by dividing the Administrative cost of operation by the number of users.
- (4) The **depreciation charge** shall be computed by dividing the annual depreciation by the number of users.

(C) A **surcharge** will be levied to all users whose waste waters exceed the normal concentrations of **BOD (200 mg/l) and SS (250 mg/l)**. The surcharge will be based on water usage as recorded by water meters for all wastes which exceed the **200 mg/l and 250 mg/l** concentration for BOD and SS respectively. (**Section 38-4-80** specifies the procedure to compute a surcharge.)

(E) The **adequacy of the wastewater service charge** shall be reviewed annually by Certified Public Accountants for the City in their annual audit report. The wastewater service charge or a change shall be revised periodically to reflect a change in debt service or a change in operation and maintenance costs including replacement costs.

38-4-79 MEASUREMENT OF FLOW. The volume of flow used for computing basic user charges and surcharges shall be the metered water consumption read to the lowest even increments of **one hundred (100) gallons**.

(A) If the person discharging wastes into the public sewers procures any part, or all, of his/her water from sources other than the Public Waterworks System, all or part of which is discharged into the public sewers, the person shall install and maintain, at his/her expense, water meters of a type approved by the Approving Authority for the purpose of determining the volume of water obtained from these other sources.

(B) Devices for measuring the volume of waste discharged may be required by the Approving Authority if these volumes cannot otherwise be determined from the metered water consumption records.

(C) Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation, such meters may not be removed, unless service is canceled, without the consent of the Approving Authority.

38-4-80 USER CHARGE SYSTEM. The following rates are established for the User Charge system:

(A) **Debt Service Charge.** A debt service charge of **\$0.00** per **100** gallons to each user of the wastewater facility of the City is hereby established.

(B) **User Charge.** A user charge of **\$0.00** per **100** gallons to each user of wastewater facility of the City is hereby established.

(C) **Account Charge.** An account charge of **\$0.00** per month to each user of the wastewater facility of the City is hereby established.

(D) **Basic User Rates.** There shall be and there is hereby established a minimum charge and a service charge for the use of and for services supplied by the Wastewater Facilities of the City.

(E) **Sewer Rates.** There shall be established the following rates and charges for the use of the sewer system of the City, based upon the amount of water consumed as follows:

First	2,000 gallons of water per month	\$15.50 MINIMUM CHARGE
Over	2,000 gallons of water per month	\$4.73 per 1,000 gallons

The rates and charges in this Section shall take effect on **November 1, 2022** and remain in effect until **April 30, 2023**, unless otherwise amended or repealed by official act of the City Council. (**Ord. No. 2022-25; 10-04-22**)

38-4-81 COMPUTATION OF WASTEWATER SERVICE CHARGE. The minimum charge shall be computed by the following formula:

$$CM = (CD + CU) + CA$$

Where	CM	=	Minimum charge for billing period
	CD	=	Debt Service Charge (Section 38-4-80(A)) per 1,000 gallons
	CU	=	User Charge (Section 38-4-80(B)) per 1,000 gallons
	CA	=	Account Charge (Section 38-4-80(C))

38-4-82 NON-METERED CUSTOMERS. All non-metered residential users shall pay the minimum charge unless it is determined by the City that the usage exceeds **two thousand (2,000) gallons** per month. In such cases, the flat rate charge will be adjusted, or the users shall install metering devices on the water supply or sewer main to measure the amount of services supplied as follows:

(A) Any person or persons, business or entity which discharges waste into the City's public sewer and/or wastewater system, who procures any part, or all, of his/its water from sources other than the public waterworks system, shall install and maintain, and his/its expense, water meters of a type approved, and as directed by the City, for determining the volume of water obtained from these other sources.

(B) Upon installation, said meters shall be read by the City, its employees and/or agents, and a sewer bill shall be charged to the person, business or entity discharging waste into the City's public sewer or wastewater system from a water source other than the public waterworks system, for that amount of water used from the private source, according to the then applicable sewer rates charged by the City.

(C) If the sewer/waste volume cannot otherwise be accurately determined from the metered water consumption records from the private/alternative water source as provided for in paragraph (B), then other waste metering devices, as approved and directed by the City, may be required by the City, at the user's expense.

(D) Metering devices for determining the volume of waste generated and/or resulting from sources other than the public water system shall be installed and maintained by the person, business or entity, and owned by the City.

(E) The Public Works Manager, his designees and/or authorized agents are hereby authorized and empowered to enter, at any reasonable time, upon any property situated within the municipal limits for the purpose of investigating, reading and/or inspecting the metering of water and/or waste which is being deposited in the City's sewer/ wastewater system from sources other than the City Water System.

(F) Any and all persons, businesses or other entities who are found to be in violation of this Section shall immediately be disconnected from the City's sewer/wastewater system and not reconnected until such time as all City, State and Federal rules, requirements and regulations are fulfilled, with any costs and/or expenses incurred by the City being fully reimbursed by the violator, prior to reconnection.

(Ord. No. 2011-03; 02-15-11)

38-4-83 SURCHARGE RATE. Each sewer user shall pay a rate based upon the excess suspended solids (SS) and/or biochemical oxygen demand (BOD) exceeding the normal concentrations of **200 mg/l BOD** and **250 mg/l SS**. Surcharge rate calculations shall be as follows:

These calculations are based on the principal that **twenty-five percent (25%)** of the cost of operating its attributable to the removal of BOD and **twenty-five percent (25%)** to the removal of SS and **fifty percent (50%)** to flow.

BOD (SC)	=	Surcharge on cost per pound IN EXCESS of 200 mg/l
SS (SC)	=	Surcharge on cost per pound of SS IN EXCESS of 250 mg/l

O&M	=	Operational and maintenance cost of sewage treatment plan for Anna			
	=	\$720,000.00 annually (includes depreciation and replacement)			
BOD (SC)	=	$\frac{(O\&M) 25\%}{BOD (LBS)}$	=	$\frac{\$720,000.00 (25\%)}{200 \text{ mg/l} \times 8.34 \text{ lbs/gal} \times 190 \text{ mg/yr}}$	$\frac{\$180,000.00}{316,920 \text{ lb}}$
BOD (SC)	=	$\frac{\$180,000.00}{316,920 \text{ lb}}$	=	\$0.057/lb BOD	
SS (SC)	=	$\frac{(O\&M) 25\%}{SS (LBS)}$	=	$\frac{\$720,000.00 (25\%)}{250 \text{ mg/l} \times 8.34 \text{ lbs/gal} \times 190 \text{ mg/yr}}$	$\frac{\$180,000.00}{396,150 \text{ lb}}$
SS (SC)	=	$\frac{\$180,000.00}{396,150 \text{ lb}}$	=	\$0.045/lb SS	

To determine the strength of the sewage and wastes, sampling and analysis may be made when deemed desirable by the City. After charges have been established, their reconsideration may be requested by the user. Analysis of composite samples of the sewage and wastes certified by a Registered Engineer or a qualified graduate chemist, may be submitted in support of such request. The City may then adjust the charges to the ordinance rates required by such analysis or may recheck the findings by additional samplings and analysis. Request for rate adjustments may be submitted no more often than once every **twelve (12) months**.

38-4-84 COMPUTATION OF WASTEWATER SERVICE RATE. The wastewater service charge shall be computed by the following formula:

$$CW = CM + (Vu - X) CS + S$$

Where

CW	=	Amount of wastewater service rate per billing period
CM	=	Minimum charge for billing period
Vu	=	Wastewater volume for the billing period
X	=	Allowable consumption in gallons for the minimum charge (2,000 gallons)
CS	=	Service charge
S	=	Amount of surcharge, if applicable

38-4-85 SEWER TAP-IN FEE. A connection charge of **Five Hundred Dollars (\$500.00)** for the privilege of using the sewer system shall be made for each connection serving an applicant for each unit, as defined by this Code.

The connection charge is for dwellings within the City limits only. Charges for connections to other users shall be made at the same charge, or actual costs, if greater. Additional charges shall be determined by the City Council and paid in advance before the City accepts the applicant's contract for service.

38-4-86 - 38-4-90 RESERVED.

DIVISION IX - PENALTIES

38-4-91 PENALTY. Any person found to be violating any provision of this Code except **Section 38-4-65** shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

The City may revoke any permit for sewage disposal as a result of any violation of any provision of this ordinance.

38-4-92 CONTINUED VIOLATIONS. Any person who shall continue any violation beyond the time limit provided for in **Section 38-4-91** shall be, upon conviction, be fined in the amount not exceeding **Seven Hundred Fifty Dollars (\$750.00)** for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

38-4-93 LIABILITY TO CITY. Any person violating any of the provisions of this Chapter shall become liable to the City for any expense, loss or damage caused to the City by reason of such violation, including reasonable attorney's fees and costs associated with enforcement hereof. **(Ord. NO. 2019-04; 06-04-19)**

ADDENDUM "A"

**WATER SUPPLY CONTRACT OF 1989
BETWEEN
THE ANNA-JONESBORO WATER COMMISSION
AND
THE CITY OF ANNA**

THIS CONTRACT [hereinafter "CONTRACT"], by and between the Anna-Jonesboro Water Commission, a Water Commission created under authority of the provisions of Division 135 of Article 11 of the Illinois Municipal Code [hereinafter "COMMISSION"], and the City of Anna, a municipal corporation, in Union County, Illinois, [hereinafter "CUSTOMER"]:

WITNESSETH:

WHEREAS, COMMISSION presently owns and operates a common source of supply of water, including wells, purification, pumping, storage, mains, and pipelines, at, with, and through its facilities in Union County, Illinois, [hereinafter "Commission's Water Supply System"] for the purpose of supplying treated water to CUSTOMER and to other entities, being the City of Jonesboro, a municipal corporation, in Union County, Illinois, Shawnee Valley Water District, a public water district in Union County, Illinois, and the State of Illinois Department of Mental Health and Developmental Disabilities at its institution now known as and called the Clyde L. Choate Mental Health Center in Anna, Union County, Illinois [hereinafter collectively "OTHER CONSUMERS"] pursuant to separate Water Supply Contracts heretofore entered into between COMMISSION, CUSTOMER, and OTHER CONSUMERS, as heretofore amended and modified; and,

WHEREAS, COMMISSION is engaged in a project for improving and enlarging the Commission's Water Supply System to comply with the requirements of its regulatory agencies [hereinafter "PROJECT"], and assure sufficient capacity to furnish an adequate supply of treated water for CUSTOMER and OTHER CONSUMERS; and,

WHEREAS, COMMISSION has heretofore issued \$600,000 Water Revenue Bonds pursuant to Ordinance No. 68-2, of which Bonds the principal amount of \$460,000 will remain outstanding after April 30, 1989, and COMMISSION has heretofore issued \$1,250,000 Water Revenue and Refunding and Improvement Bonds pursuant to Ordinance No. 77-5, of which Bonds the principal amount of \$1,025,000, will remain outstanding after April 30, 1989, both for the purpose of acquiring, maintaining, and improving the Commission's Water Supply System, of which Bonds, the aggregate principal amount of \$1,485,000 will be outstanding after April 30, 1989 [hereinafter "OUTSTANDING BONDS"]; and,

WHEREAS, COMMISSION is preparing to adopt an ordinance [hereinafter the "Bond Ordinance"], authorizing the issuance of Seven Hundred Sixty-Five Thousand Dollars (\$765,000) Water Revenue Bonds, Series of 1989, for the purpose of financing the PROJECT, which Bonds shall be on a parity basis with the OUTSTANDING BONDS [being hereinafter collectively referred to as "BONDS"]; and,

WHEREAS, it is understood between the COMMISSION, CUSTOMER, and OTHER CONSUMERS that this CONTRACT will be used as a basis for the COMMISSION'S obtaining credit through the issuance of the BONDS and as the means for the payment of its operating and maintenance expenses, payment of the principal and interest on the BONDS, and the establishment and maintenance of reserves pursuant to the Bond Ordinance; and,

WHEREAS, COMMISSION and CUSTOMER understand that COMMISSION is required to enter into a similar Water Supply Contract with the OTHER CONSUMERS prior to this CONTRACT becoming effective; "similar Water Supply Contract" as hereinafter referred to in Paragraph 11, means a water supply contract identical to this CONTRACT as to the terms and provisions set forth in Paragraphs 1-16, it being understood between COMMISSION and CUSTOMER that the Water Supply Contract entered into between COMMISSION and the State of Illinois Department of Mental Health and Developmental Disabilities [hereinafter "STATE"] differs in that it also includes provisions whereby (1) the hardness of the water is described, and (2) there are provisions pertaining to COMMISSION'S paying rental for premises upon which a reservoir is located at the monthly rate of 00.208% of \$30,000, by deducting said

amount each month from the monthly water bill to the STATE, which amount applies to the purchase price.

NOW, THEREFORE, for and in consideration of the singular and mutual covenants and agreements herein contained, COMMISSION agrees to sell, and CUSTOMER agrees to purchase water upon the terms and conditions and for the consideration hereinafter set forth:

[1] QUANTITY. COMMISSION shall tender and make available to CUSTOMER, for CUSTOMER'S own use, at the delivery point hereinafter specified, the quantity of water required by CUSTOMER; and CUSTOMER shall purchase all its requirements for water exclusively from COMMISSION and shall not supply itself with water from any other source, unless for any reason COMMISSION is unable to supply the quantity of water required by CUSTOMER.

[2] QUALITY. COMMISSION shall deliver to CUSTOMER water of a quality which is in compliance with the requirements of the Department of Public Health of the State of Illinois, the Environmental Protection Agency of the State of Illinois, and any other agency of the State of Illinois, or the United States of America, which shall from time to time regulate or exercise jurisdiction over water quality or the operation of a public water supply.

[3] POINT OF DELIVERY. The points of delivery of water from COMMISSION to CUSTOMER are located:

- [A] At the base of COMMISSION'S elevated storage tank which is in the Southwest portion of CUSTOMER near the Anna-Jonesboro High School grounds;
- [B] At a meter which is 211± feet North-Northwest of a manhole situated in the center of the intersection of Orange Street and Plum Street in CUSTOMER;
- [C] At a meter installed pursuant to EPA Construction Permit No. 0371-FX1984 300± feet Northwest of Kratzinger Hollow Road near a water transmission line belonging to the State of Illinois;

And all equipment and facilities necessary to receive water from COMMISSION, shall be maintained and operated at CUSTOMER'S expense, in accordance with the terms hereof, the rules and regulations of any regulatory agency, and subject to the approval of the Commission's Engineers.

[4] MEASUREMENT OF WATER. COMMISSION shall measure water supplied to CUSTOMER:

- [A] By a unit of measurement in terms of 1,000 gallons of water per United States Standard Liquid Measure.
- [B] By equipment owned, operated, and maintained at COMMISSION'S expense in such a way as to assure the continued accurate measurement of the quantities of water supplied to CUSTOMER through a meter at the point of delivery.

[5] RATE PER 1,000 GALLONS. The current rate at the time of execution of this CONTRACT is \$1.22 per 1,000 gallons; the interim rate, commencing April 1, 1989, and continuing to and until April 30, 1990, is \$1.74 per 1,000 gallons.

The procedure for determining the rate per 1,000 gallons to be charged after April 30, 1990, is as follows: The COMMISSION shall, after the close of its fiscal year ending April 30, 1990, and after the close of each fiscal year thereafter, within 30 days of its receiving its annual audit required by Section 13(d) of the Bond Ordinance, review the then-current rate, and in the event the then-current rate is insufficient to meet the Total Estimated Fiscal Requirements [hereinafter "REQUIRED INCOME"] of COMMISSION for the then-current year, then, COMMISSION shall revise and determine the rate for the then-current fiscal year according to the following computation:

First, the REQUIRED INCOME for the current fiscal year shall be determined, which amount shall equal the sum of the following items [A] through [E], inclusive:

- [A] The actual costs of operating and maintaining COMMISSION'S Water Supply System incurred during the last preceding fiscal year, as reported by the annual audit required by Section 13(d) of the Bond Ordinance;
- [B] The amount required to pay the principal of and the interest on the BONDS during the current fiscal year, as required by Section 8(d) of the Bond Ordinance;
- [C] The amount required to be deposited in the Bond and Interest Reserve Account during the current fiscal year, as required by Section 8(c) of the Bond Ordinance;

- [D] The amount required to be deposited in the Depreciation Account during the current fiscal year, as required by Section 8(d) of the Bond Ordinance; and,
- [E] Any amount which may be necessary to make up any deficiency in the deposits which were to have been made in the above-mentioned accounts during the last preceding fiscal year.

NEXT, the amount of the REQUIRED INCOME shall be divided by the number of gallons of water sold during the last preceding fiscal year, as shown by the audit for said fiscal year, to determine the rate per gallons expressed in units of 1,000 gallons, which rate shall then apply to all water sold during the current fiscal year, or until the rate is thereafter revised.

[6] MINIMUM CHARGE. CUSTOMER shall pay a monthly minimum charge to COMMISSION, regardless of the quantity of water supplied during the month, the amount of which minimum charge shall be revised each year at the time of the rate computation hereinabove described in Paragraph 5, and shall be computed and determined by the COMMISSION as follows:

- [A] The amount to be produced by the combined monthly minimum charges to CUSTOMER and OTHER CONSUMERS shall, when added together, equal one-twelfth of the REQUIRED INCOME as determined in accordance with the provisions of Paragraph 5 of this CONTRACT;
- [B] Said amount, that is, the sum of the combined monthly minimum charges for CUSTOMER and OTHER CONSUMERS, shall then be allocated between CUSTOMER and OTHER CONSUMERS in the ratio of the number of gallons of water sold to CUSTOMER and OTHER CONSUMERS during the last preceding fiscal year, as reported by the annual audit for said year, and the amount so determined for CUSTOMER and OTHER CONSUMERS shall be the minimum charge for each month of the current fiscal year.

[7] PAYMENT. COMMISSION shall render a bill to CUSTOMER each month for the amount due, said bill to be rendered within five (5) days after the close of the month; if said bill is not paid on or before the 15th day of the following month a nine percent (9%) penalty shall be added to the unpaid balance; CUSTOMER is liable to COMMISSION for payment of any amount due under this CONTRACT; provided, however, that such payment shall be payable solely from the revenues to be derived by CUSTOMER from the operation of the waterworks system of the CUSTOMER, and shall not be a debt of the CUSTOMER within the meaning of any statutory or constitutional limitation, but said liability shall be a first lien against the gross revenues of said waterworks system of the CUSTOMER; CUSTOMER shall maintain in effect at all times an Ordinance or Ordinances to produce revenues from its waterworks sufficient to pay the rates and charges provided for herein.

[8] OTHER PURCHASERS. COMMISSION shall not sell water to any customer for re-sale other than to CUSTOMER and OTHER CONSUMERS; COMMISSION may sell water to individual persons, situated outside the corporate limits of the municipalities whom the municipalities do not desire to serve at the same rate at which water is sold to CUSTOMER.

[9] FORCE MAJEURE. In case by reason of "Force Majeure" either party hereto shall be rendered unable wholly or in part to carry out its obligations under this CONTRACT, then if such party shall give notice and full particulars of such "Force Majeure" in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such "Force Majeure", shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch; the term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines or canals, partial or entire failure of water supply, and inability on the part of the COMMISSION to deliver water hereunder, or of the City to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability; the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty,

and that the above requirements that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

[10] TERM OF CONTRACT. This CONTRACT shall continue in force and effect to and until April 30, in the year 2010.

[11] MODIFICATION. This CONTRACT may be changed, amended, or modified only with the consent of CUSTOMER and OTHER CONSUMERS; modification may be requested by COMMISSION, CUSTOMER, or any OTHER CONSUMERS; no change, amendment, or modification may be made which would affect adversely the prompt payment when due of all monies required to be paid by CUSTOMER under the terms of this CONTRACT and any change which would cause a violation of any provision of the Bond Ordinance is ineffective; no change, amendment, or modification may be made in this CONTRACT unless the same change, amendment, or modification is made in a similar Water Supply Contract entered into between COMMISSION and OTHER CONSUMERS, except to the extent that any provisions in the STATE'S Contract, particularly Paragraphs 15 and 16 of that CONTRACT, are unique to that CONTRACT, and those provisions may be modified solely between COMMISSION and STATE.

[12] EFFECTIVE DATE. This CONTRACT shall be effective commencing April 1, 1989; except, in the event that each of the OTHER CONSUMERS has not executed a similar Water Supply Contract on or before March 30, 1989, then:

[A] This CONTRACT does not become effective;

[B] The existing Water Supply Contract, as amended and modified, between COMMISSION and CUSTOMER, remains in full force and effect.

[13] SUPERCESSION OF THIS CONTRACT. In the event this CONTRACT becomes effective as hereinabove provided, then the existing Water Supply Contract, and any and all amendments, modifications, and/or additions thereto pertaining to the parties and the common source of water, between COMMISSION and CUSTOMER, thereupon immediately becomes ineffective and superseded by this CONTRACT, and this CONTRACT thereafter shall govern the relationship between the parties hereto.

[14] NOTICES. All notices or communications provided for herein or otherwise given pursuant to or in connection with the parties' relationships hereunder shall be in writing and shall be either delivered to the COMMISSION or the CUSTOMER at its principal office, or if mailed, shall be mailed by registered mail, addressed:

[A] To COMMISSION, at
Box 30, City Hall
Jonesboro, Illinois 62952

[B] To CUSTOMER, at
City Hall
City of Anna
Anna, Illinois 62906

[15] SEVERABILITY. Should any part, term, or provision of this CONTRACT be decided by any Court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

[16] This CONTRACT is executed in triplicate counterparts, each of which is deemed an original.

ADDENDUM "B"

CONFINED SPACE ENTRY PROCEDURE

- A. SCOPE. This procedure outlines the minimum safety precautions necessary for City personnel involved in entry into confined spaces to perform service, repair, inspection or any other activity which could expose them to the potential hazards inherent in working within confined spaces. The procedures outlined are intended to be consistent with the requirements of OSHA standard 1910.146 Permit – Required Confined Spaces.
- B. DEFINITION. A confined space is any enclosed or semi-enclosed space that has limited openings for entry and exit, is not intended for continuous occupancy, and does not have sufficient ventilation to prevent build-up of hazardous atmosphere.
Typical examples are manholes, sewers, metering stations, valve or siphon chambers, pump stations, wet wells, empty tanks, pits or any other area that has direct contact with wastewater, sludge or sludge gas, or conduits carrying these substances.
- C. GENERAL. Entering confined spaces is dangerous and will be made only in accordance with established procedures.
Confined spaces can have toxic, explosive or oxygen deficient atmosphere which cannot be detected by human senses and can be life threatening.
Confined space entry will be limited to normal working hours if at all possible. Off duty entry will be made only if authorization is made by a designated authorizing official.
- D. ENTRY PROCEDURES. The following procedures shall be followed prior to entering and while working in a confined space:
Prior to entering a confined space, the atmosphere of the confined space must be tested with a combustible/toxic gas and oxygen detector. Some combustible or toxic vapors may be heavier than air, therefore the entire depth of the confined space must be tested. Atmospheric readings must be documented on the entry permit checklist by the designated authorizing official.
If the combustible/toxic gas and oxygen detector indicated an alarm condition, the confined space shall be ventilated by either forced or natural ventilation. After ventilation, the confined space shall be retested. A person shall not enter a confined space in which a detector indicates an alarm unless equipped with a positive pressure breathing apparatus. Filter-type respirators shall never be used because they do not supply breathing air.
A person entering a confined space shall wear a safety harness with safety line.
An observer shall be stationed at the opening of the confined space continuously to lift the person out in the event of an emergency. If a winch is used, one observer shall be stationed at the opening of the confined space for each person working in the confined space. The observer(s) shall keep the person in the confined space within voice and visual contact. Voice contact may be maintained by communication equipment.
When more than one person must enter a confined space (i.e., sewers), the first person should reach the bottom and step off the ladder before the next one starts down.
All loose items should be kept away from the confined space opening. This applies to hand tools, stones, gravel and other objects.
A person entering a confined space shall wear the following personal protective equipment: hard hat, coveralls or removable outer garments, and if necessary, boots and rubberized or waterproof gloves.
While a person is working in a confined space, a toxic/combustible gas and oxygen detector shall be located in the general headspace area of the person. The detector may be either attached to the person or may be hung from the opening of the confined space. If the detector goes into alarm while in the confined space, the person shall immediately exit.
All safety equipment required to comply with these procedures shall be furnished by the City.
- E. ENTRY PERMITS. A permit system will be utilized for entering all confined spaces. The permit system consists of completing pre-entry checklist, along with obtaining proper written authorization from designated personnel. An entry permit must be approved and issued before entry is allowed.

Persons designated by the City to authorize entry into confined spaces are:

City Administrator
Public Works Manager
Chief Operator – Wastewater Treatment Plant
Fire Chief
City Engineers

Permits are to remain at the work site for the duration of the job. Upon completion of the job, the permit shall be submitted to the person who authorized the entry. Authorizing person will return the permit to the fire department for retention purposes. The City will retain completed permits for a minimum of one year.

Permits are valid for one eight (8) hour shift only, for one location.

Any time an unusual condition occurs, or if a question arises that is not answered by written policy, the supervisor should be contacted for advice.

- F. RESCUE & EMERGENCY SERVICES. Observers shall be equipped with either a radio or telephone at all times to ensure rescue personnel may be summoned immediately.

In addition to employees assigned to observe, rescue services will be sought from the local fire department. It is essential City employees who attempt a rescue be properly trained and equipped. Practice rescues shall be performed every twelve (12) months.

The observer on scene shall be responsible for making prior arrangements to implement a rescue effort. At no time shall an employee attempt to make a rescue without a backup person who is properly trained and attired. An employee entering any confined space for a rescue attempt shall be provided a full body harness and self-contained positive pressure breathing apparatus. A winch shall be used if the space is more than five (5) feet deep vertically.

Rescue personnel must not enter the confined space without having other rescue assistance available at the job site! Adequate communications through visual contact, voice, or radio must be established before a rescue entry.

- G. WORK IN STREETS. Entrances to confined spaces which are located in streets shall be guarded in accordance with the following guidelines:

1. A vehicle's beacon and 4-way flashers shall be activated upon approach to an entrance to a confined space.
2. A vehicle shall be parked in such a way that traffic flows in an unobstructed manner and where possible, the vehicle shall provide protection for the employees.
3. A vehicle shall be parked in such a manner that exhaust fumes cannot accumulate in the confined space. If this is not possible, the vehicle's exhaust pipe shall be extended away from the confined space. Whenever possible, vehicles should be turned off.
4. Before uncovering a manhole, traffic safety cones shall be placed around the manhole and any vehicle and shall be visible to traffic in all directions. Cones shall be placed in such a manner to protect employees and to channel traffic flow. The area to be placed at distances and intervals in accordance with local traffic ordinances to adequately warn oncoming traffic.
5. In areas of high traffic volume or other sites warranting additional warning devices, illuminated traffic arrows, barricades and warning signs shall be used around the entrance and any vehicle.
6. When placement of the vehicle creates a situation of having only one open lane of traffic in high traffic volume areas, a flagman shall be used to direct traffic flow.

- H. WORK ZONE SAFETY. Traffic safety vests or equivalent shall be worn at all times when working on the street or easement surface.

- I. CONTRACTORS. Contractors shall be required to comply with all state and federal regulations and procedures related to confined space entry. Including but not limited to OSHA, IDOL regulations.

- J. TRAINING. All City employees involved in confined space entry procedures shall be provided the knowledge and skills necessary to successfully perform their assigned duties. Training and skill levels depend upon the activities to be performed.

Training shall be provided before employees are assigned to confined space entry duties, whenever their duties change, or whenever there are changes for which training has not previously been provided.

Training will be held no less than once per year or as needed with all departments involved participating. All City employees using SCBA or supplied air equipment must have an IDOL medical evaluation form to determine fitness to use a respirator, completed yearly. All training shall be documented and recorded for future needs along with the outlines and objectives of the training.

K. EQUIPMENT.

Monitoring equipment: The City has three (3) MSA 4 gas passport monitors, these monitors will be distributed as follows:

1. Fire Department
2. Wastewater Treatment Plant
3. City Utilities

It will be the responsibility of the departments assigned the monitors to keep batteries charged, monitor calibrated and tested monthly. All service to monitor is to be documented and deficiency reports completed immediately. Only employees trained in the operation of the monitors will use them.

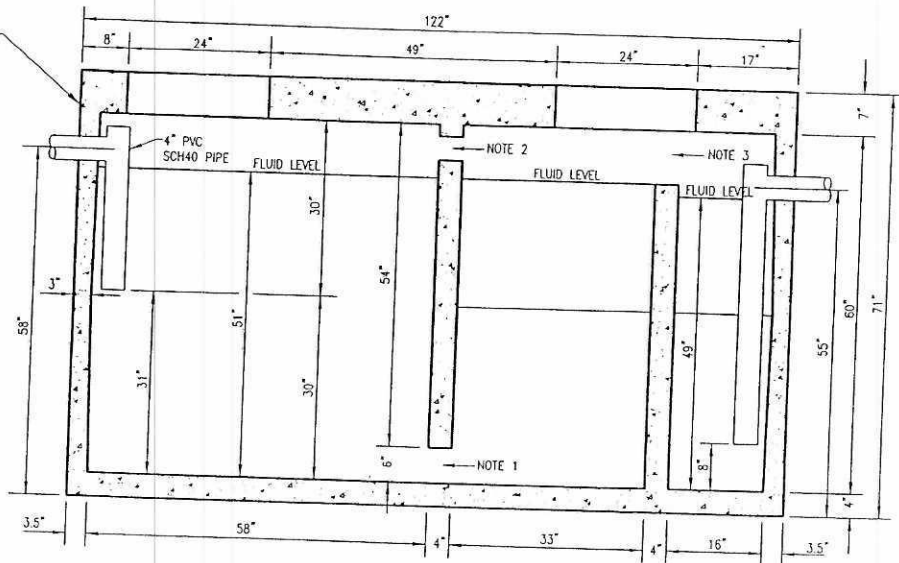
L. CONFINED SPACE ENTRY EQUIPMENT. All other equipment used for CSE shall be stored in the assigned trailer to be kept at the fire station. The maintenance and inspection of the CSE equipment will be the responsibility of the fire department. The fire department shall inspect all equipment monthly or after each use to make sure no damage has occurred.

All equipment deficiencies shall be noted in writing and submitted to the appropriate person on the approved maintenance forms. When equipment is used there will be a sign out sheet to be signed by employee picking up the equipment. Before returning of the equipment, the employee will clean and check the equipment and sign in on the return of the equipment.

Any time there is a shock load on a harness or lanyard in a working situation, it shall be removed from service and sent to the manufacturer for inspection and or replacement as needed.

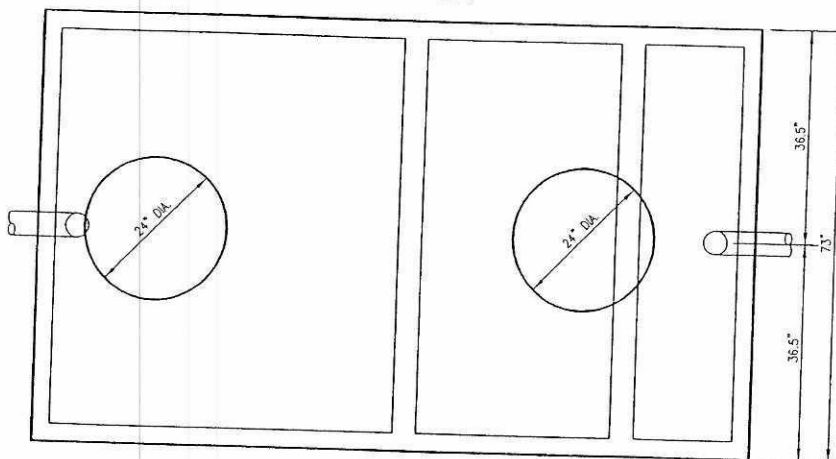
APPENDIX A

ADD RISER SECTIONS TO
GREASE INTERCEPTOR PER
VILLAGE OF SWANSEA SEWER
REQUIREMENTS TO ACHIEVE
FINISH GRADE ELEVATION



NOTE 1: 6"H x 32"W OPENING AT BOTTOM CENTERED
NOTE 2: 2-4" DIAMETER HOLES - 2" DOWN - 4" OFF CENTER - 8" BETWEEN HOLES
NOTE 3: 9"H x 24"W OPENING AT TOP CENTERED

SIDE SECTION



TOP VIEW

WEIGHT: 14,670 LBS

NOTE:
THIS TANK IS NOT DESIGNED FOR VEHICULAR TRAFFIC. IF USED IN TRAFFIC AREAS A
REINFORCED CONCRETE SLAB MUST SPAN THE TANK AND OVERDIG TO PROTECT THE TANK.

OPTIONS:
GRADE RISERS (DONUTS)
FRAME & COVERS
LARGER INLET & OUTLET
BIO-GEM ENZYME ADDITIVE
SEALANT

**1500 GALLON REINFORCED CONCRETE
GREASE INTERCEPTOR**

EXCAVATION SIZE: 11'L x 7'W



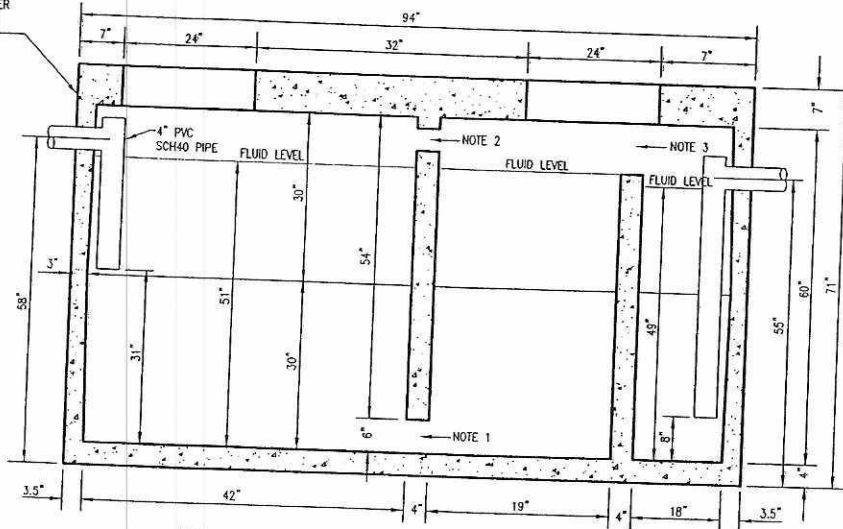
DATE: 1/21/05
DRAWN BY: DLS

1500 GALLON REINFORCED
CONCRETE GREASE INTERCEPTOR

GREASE TRAP
(1500 GALLON)

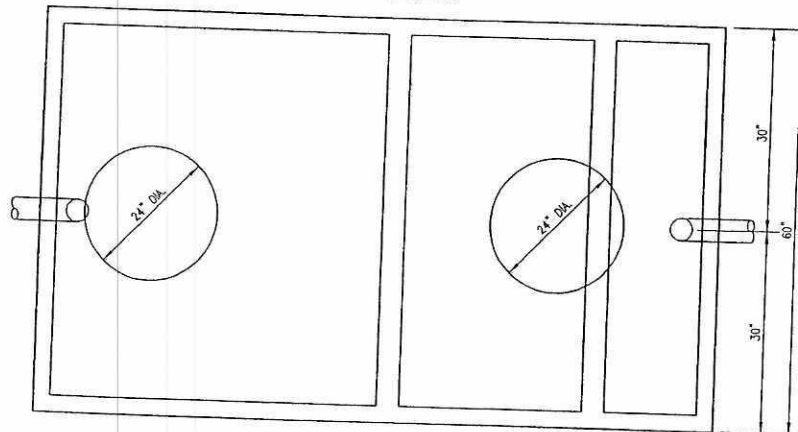
APPENDIX "B"

ADD RISER SECTIONS TO
GREASE INTERCEPTOR PER
VILLAGE OF SWANSEA SEWER
REQUIREMENTS TO ACHIEVE
FINISH GRADE ELEVATION



NOTE 1: 6'H x 32'W OPENING AT BOTTOM CENTERED
NOTE 2: 2-4" DIAMETER HOLES - 2" DOWN - 4" OFF CENTER - 8" BETWEEN HOLES
NOTE 3: 9'H x 24'W OPENING AT TOP CENTERED

SIDE SECTION



TOP VIEW

WEIGHT: 14,670 LBS

NOTE:

THIS TANK IS NOT DESIGNED FOR VEHICULAR TRAFFIC. IF USED IN TRAFFIC AREAS A REINFORCED CONCRETE SLAB MUST SPAN THE TANK AND OVERDIG TO PROTECT THE TANK.

OPTIONS:

GRADE RISERS (DONUTS)
FRAME & COVERS
LARGER INLET & OUTLET
BIO-GEM ENZYME ADDITIVE
SEALANT

1000 GALLON REINFORCED CONCRETE
GREASE INTERCEPTOR

EXCAVATION SIZE: 9'L x 6'W



DATE: 1/21/05
DRAWN BY: DLS

1000 GALLON REINFORCED
CONCRETE GREASE INTERCEPTOR

GREASE TRAP
(1000 GALLON)

APPENDIX #1

CITY OF ANNA

APPLICATION FOR WATER SYSTEM SERVICE CONNECTION

The undersigned, representing himself as owner of the property located at _____, hereby makes application for connection to the Water System of the City for said property, and in consideration of the furnishing of said service covenants and agrees as follows:

1. I agree to abide by all rules and regulations as specified in and by the ordinances of the City now in effect or enacted and passed from time to time providing for the regulation of service furnished by the City, it is further acknowledged and agreed that the undersigned, his heirs, executors, administrators, successors and assigns shall pay all charges for connection fees and water usage which shall become due as the result of the connecting of the water mains and the furnishing of water service to the above property, and that all such charges and fees for water service rendered to the property, together with penalties, if any, and the costs of collection are to be considered and become a charge against the property, the lien so created to be enforced in accordance with the ordinances of the City.
2. All bills for the aforesaid charges are payable on or before the due date following the receipt of said bill and if not paid, are subject to a **twelve percent (12%)** penalty.
3. Each and all of the agreements and covenants herein contained shall run with the real estate above described whose present owner is signatory to this application.
4. I understand that after making this application, I am to await installation permit and instructions therewith.
5. SERVICE CONNECTION FEE: \$ _____ is enclosed herewith, payable to the City.
6. Permission is hereby granted to the City and its authorized representatives at any reasonable time to enter the premises of the applicant and any portion thereof for the purposes of inspecting all connections appurtenant to the Water System.

CONNECTION MUST BE INSPECTED BEFORE BACKFILLING:

SIGNATURE: _____

(STREET NUMBER AND NAME OF STREET)

(CITY, STATE AND ZIP CODE)

(TELEPHONE NUMBER) (DATE)

Do not fill in the spaces to the right if the information is the same as the applicant above.

MAIL BILLS TO:

(
(NAME)
(
(STREET NUMBER AND NAME OF STREET)
(
(CITY, STATE AND ZIP CODE)

APPENDIX #2

CITY OF ANNA

UTILITY MAIN EXTENSION CONTRACT

AGREEMENT made and entered into this _____ day of _____,
by and between the Utility System of the **City of Anna, Illinois**, hereinafter called the "Utility
Department" and _____, hereinafter called the
"Depositor".

FIRST: That the Utility Department contracts and agrees to have installed by
contract in accordance with its rules, utility mains as shown on the plat
thereof, and the specifications are attached hereto and made a part
hereof.

SECOND: Bids having been taken and the lowest responsible bid having been in the
amount of \$_____, the Depositor agrees to deposit
and does deposit herewith the cost thereof.

- (A) The lowest responsible bid \$_____.
- (B) Engineering and Inspection Charge \$_____.
- (C) TOTAL: \$_____.

THIRD: Final costs to be adjusted up or down according to completed job cost.

FOURTH: The ownership of the utility mains laid herein shall be at all times in the
Utility Department, its successors and assigns.

FIFTH: This Agreement shall be valid and binding on the Utility Department only
when signed by the Mayor and Clerk.

SIXTH: This Agreement shall be binding upon the heirs, executors,
administrators, successors or assigns of the respective parties.

EXECUTED in duplicate by the parties hereto on the date first above written.

**UTILITY DEPARTMENT
CITY OF ANNA**

BY: _____
PUBLIC WORKS MANAGER

ATTEST:

CITY CLERK

DEPOSITOR

WITNESSES:

APPENDIX #3

CITY OF ANNA

PRIVATE WASTE DISPOSAL APPLICATION **(SEPTIC TANK ETC.)**

The undersigned, being the _____ of the property
(owner, owner's agent)
located at _____ does hereby request a permit to install
(Number) (Street)
sanitary sewage disposal facilities to serve the _____ at the location.
(residence, commercial building, etc.)

1. The proposed facilities include: _____ to be constructed in complete accordance with the plans and specifications attached hereunto as **Exhibit "A"**.
2. The area of the property is [_____] square feet or [_____] square meters.
3. The name and address of the person or firm who will perform the work is _____
4. The maximum number of persons to be served by the proposed facilities is _____
5. The location and nature of all sources of private or public water supply within **two hundred (200) feet [30.5 meters]** of any boundary of said property are shown on the plat attached hereunto as **Exhibit "B"**.

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, THE UNDERSIGNED AGREES:

1. To furnish any additional information relating to the proposed work that shall be requested by the City.
2. To accept and abide by all provisions of the **Revised Code** and of all other pertinent codes or ordinances that may be adopted in the future.
3. To operate and maintain the wastewater disposal facilities covered by this application in a sanitary manner at all times, in compliance with all requirements of the City and at no expense to the City.
4. To notify the City **at least twenty-four (24) hours** to commencement of the work proposed, and again **at least twenty-four (24) hours** prior to the covering of any underground portions of the installation.

DATE: _____, 20____ SIGNED: _____
(APPLICANT)

(ADDRESS OF APPLICANT)

(CERTIFICATION BY CLERK)

\$_____ (Inspection Fee Paid) DATE: _____, 20____
\$_____ (Connection Fee Paid) SIGNED: _____
(CLERK)

(APPLICATION APPROVED AND PERMIT ISSUED)

DATE: _____, 20____ SIGNED: _____
(PUBLIC WORKS MANAGER OR SUPERINTENDENT)

APPENDIX #4

CITY OF ANNA

RESIDENTIAL OR COMMERCIAL BUILDING SEWER APPLICATION

The undersigned, being the _____ of the
(owner, owner's agent)
property located at _____ does hereby request a permit to install and
(Number) (Street)
connect a building sewer to serve the _____ at said location.
(residence, commercial building, etc.)

1. The following indicated fixtures will be connected to the proposed building sewer:

<u>NUMBER</u>	<u>FIXTURE</u>	<u>NUMBER</u>	<u>FIXTURE</u>
_____	Kitchen Sinks	_____	Water Closets
_____	Lavatories	_____	Bathtubs
_____	Laundry Tubs	_____	Showers
_____	Urinals	_____	Garbage Grinders

Specify Other Fixtures: _____

2. The maximum number of persons who will use the above fixtures is _____.
3. The name and address of the person or firm who will perform the proposed work is _____
4. Plans and specifications for the proposed building sewer are attached hereunto as **Exhibit "A"**.

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, THE UNDERSIGNED AGREES:

- To accept and abide by all provisions of the **Revised Code**, and of all other pertinent ordinances and codes that may be adopted in the future.
- To maintain the building sewer at no expense to the City.
- To notify the City when the building sewer is ready for inspection and connection to the public sewer, but before any portion of the work is covered.

DATE: _____, 20____ SIGNED: _____
(APPLICANT)

(ADDRESS OF APPLICANT)

(CERTIFICATION BY CLERK)

\$ _____ (Inspection Fee Paid)	DATE: _____, 20____
\$ _____ (Connection Fee Paid)	SIGNED: _____ (CLERK)

(APPLICATION APPROVED AND PERMIT ISSUED)

DATE: _____, 20____ SIGNED: _____
(PUBLIC WORKS MANAGER OR SUPERINTENDENT)

APPENDIX #4

CITY OF ANNA

INDUSTRIAL SEWER CONNECTION APPLICATION

The undersigned, being the _____ of the
(owner, owner's agent)
property located at _____ does hereby request a permit to _____
(Number) (Street) (install, use)
an industrial sewer connection serving the _____. which company is engaged in
_____ at said location.

1. A plan of the property showing accurately all sewers and drains now existing is attached hereunto as **Exhibit "A"**.
2. Plans and specifications covering any work proposed to be performed under this permit is attached hereunto as **Exhibit "B"**.
3. A complete schedule of all process waters and industrial wastes produced or expected to be produced at said property, including a description of the character of each waste, the daily volume and maximum rates of discharge and representative analyses is attached hereunto as **Exhibit "C"**.
4. The name and address of the person or firm who will perform the work covered by this permit is _____

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, THE UNDERSIGNED AGREES:

1. To furnish any additional information relating to the installation or use of the industrial sewer for which this permit is sought as may be requested by the City.
2. To accept and abide by all provisions of the **Revised Code**, and of all other pertinent ordinances or codes that may be adopted in the future.
3. To operate and maintain a control manhole and any waste pretreatment facilities, as may be required as a condition of the acceptance into the public sewer of the industrial wastes involved in an efficient manner at all times, and at no expense to the City.
4. To cooperate at all times with the City and its representative(s) in their inspecting, sampling, and study of the industrial wastes, and any facilities provided for pretreatment.
5. To notify the City immediately in the event of any accident, negligence, or other occurrence that occasions discharge to the public sewers of any wastes or process waters not covered by this permit.

DATE: _____, 20____ SIGNED: _____
(APPLICANT)

(ADDRESS OF APPLICANT)

(CERTIFICATION BY CLERK)

\$ _____ (Inspection Fee Paid) DATE: _____, 20____
\$ _____ (Connection Fee Paid) SIGNED: _____
(CLERK)

(APPLICATION APPROVED AND PERMIT ISSUED)

DATE: _____, 20____ SIGNED: _____
(PUBLIC WORKS MANAGER OR SUPERINTENDENT)

APPENDIX #4

CITY OF ANNA

APPLICATION FOR SANITARY SEWER SERVICE CONNECTION

The undersigned, representing himself as owner of the property located at _____, hereby makes application for Sanitary Sewerage Service for said property, and in consideration of the furnishing of said service covenants and agrees as follows:

1. I agree to abide by all rules and regulations as specified in and by the ordinances of the City now in effect or ordinances enacted and passed from time to time providing for the regulation of the sanitary sewer system or specifying fees and rates to be charged for connection and sanitary sewer service furnished by the City. It is further acknowledged and agreed that the undersigned, his heirs, executors, administrators, successors and assigns shall pay all charges for connection fees and sewer usage which shall become due as the result of the connecting of the sewerage mains and the furnishing of sanitary sewerage service to the above property, and that all such charges and fees for sanitary sewerage service rendered to the property, together with penalties, if any, and the costs of collection are to be considered and become a charge against the property, the lien so created to be enforced in accordance with the ordinances of the City.
2. All bills for the aforesaid charges are payable on or before the due date following the receipt of said bill and if not paid, are subject to a **twelve percent (12%)** penalty.
3. Each and all of the agreements and covenants herein contained shall run with the real estate above described whose present owner is signatory to this application.
4. I understand that after making this application, I am to await installation permit and instructions therewith.
5. SERVICE CONNECTION FEE: \$ _____ is enclosed herewith, payable to the City.
6. Permission is hereby granted to the City and its authorized representatives at any reasonable time to enter the premises of the applicant and any portion thereof for the purposes of inspecting all connections appurtenant to the sewerage outlets, pipes and mains.

(APPLICANT'S SIGNATURE)

(STREET NUMBER AND NAME OF STREET)

(OWNER'S SIGNATURE, IF NOT APPLICANT)

(CITY, STATE AND ZIP CODE)

(TELEPHONE NUMBER)

(DATE)

Do not fill in the
spaces to the right
if the information
is the same as the
applicant above.

MAIL BILLS TO:

(

(NAME)

(STREET NUMBER AND NAME OF STREET)

(CITY, STATE AND ZIP CODE)

APPENDIX #4

CITY OF ANNA

R E C E I P T

Receipt is hereby acknowledged of the executed Application for Sanitary Sewer Service Connection from the person and for the property indicated below.

This receipt does not authorize service connection is made, inspection and approval of the customer service line by an authorized representative of the City is required, and approval of such connection and issuance of a Certificate of Inspection and Approval and Permit is conditioned upon compliance with all the Ordinances, Codes, Rules and Regulations of the **City**.

NOTE:

1. In the event the location of the sewer service connection is unknown, the Superintendent is to be contacted.
2. This office is to be notified the day before the work is to be done so that inspection may be arranged in accordance with specifications furnished. For example, if you desire inspection on Tuesday, contact us on Monday. If you desire inspection on Monday, contact us on Friday, etc.
3. If the sewer line is deep enough to drain your basement, if you have one, then the wastes from the basement as well as the other floor(s) of the property must go into the sanitary sewers. Downspout and surface drainage are prohibited inasmuch as this is not a storm sewer system.

WARNING! In order to coordinate our inspections, we must be advised a day in advance before the work is done. The inspection must be made before the trench is backfilled. If trench is backfilled before the inspection is made, it will have to be reopened to permit inspection.

NO. _____

**CITY OF ANNA
COUNTY OF UNION**

DATE: _____

ADDRESS: _____

OWNER(S): _____

APPENDIX #5

CITY OF ANNA

CERTIFICATE OF INSPECTION, APPROVAL AND PERMIT

IT IS HEREBY CERTIFIED THAT inspection has been made of the individually-owned sewer mains and sanitary service connection for the property described below, and said installation is hereby approved as in compliance with the Specifications, Rules and Regulations established by the Revised Code (Ch. 38) of this Municipality.

Permission is hereby granted to complete the construction of said individually-owned sewer main to the City Sanitary Sewerage System and to utilize the same for waste disposal in compliance at all times, with the Revised Code of this City.

NO. _____

ADDRESS: _____

TYPE OF CONNECTION:

_____ Single-Family Residence
_____ Multiple dwelling or trailer court
_____ Commercial
_____ Industrial
_____ Institutional
_____ Governmental

INSTALLATION BY: _____

THE SERVICE IS IN OPERATION AS OF THIS _____ DAY OF _____, 20____.

**CITY OF ANNA
COUNTY OF UNION**

SIGNED: _____

APPENDIX #6

CITY OF ANNA

UTILITY SHUTOFF HEARING NOTICE

This notice is being sent to you pursuant to the provisions of **CHAPTER 38 OF THE REVISED CODE OF ORDINANCES** as adopted by the corporate authorities.

CUSTOMER'S NAME: _____

ADDRESS: _____

TOTAL AMOUNT OF BILL: \$_____ WATER

 \$_____ SEWER

 \$_____ GAS

 \$_____ OTHER

SUB-TOTAL: \$_____

PENALTY: \$_____

TOTAL DUE: \$_____

DATE OF HEARING _____

TIME OF HEARING _____

LOCATION OF HEARING _____

PHONE: _____

If the consumer/customer fails to appear at the hearing, the applicable utility services shall be **terminated** [shut off] without further proceedings.

If payment for the charges and fees is received prior to the date of the hearing, you may disregard this hearing notice.

The Mayor and City Administrator, or their designated representative(s), shall preside at the hearing.

CITY ADMINISTRATOR

DATED THIS _____ DAY OF _____, 20_____.

NOTE: **After services have been shut off there will be a reconnection fee of**
 \$_____.

APPENDIX #7

CITY OF ANNA

OBJECTIONABLE MATERIAL EFFLUENT LIMITS

<u>Waste or Chemical</u>	<u>Concentration mg/l</u>
Boron	1.0
Chromium (Hexavalent)	5.0
Chromium (Trivalent)	10.0
Copper	3.0
Cyanide	0.005
Iron	15.0
Lead	0.1
Mercury or its compounds	0.005
Nickel	3.0
Oil & Grease, etc. (carbon tetrachloride extraction)	100.0
Temperature not over 150° F. (65° C.)	
Acid iron pickling waste or concentrated plating waste	Zero
Free acids and alkalis pH	Between 5.5 and 9.5
Zinc	2.0
Cadmium	2.0
Chlorine Demand	30.0
Phenols	0.5

CITY OF ANNA
CONFINED SPACE EQUIPMENT
DEFICIENCY REPORT

DATE _____ TIME _____

EQUIPMENT _____

USE WHEN DEFICIENCY OCCURRED _____

LOCATION _____

WERE EMPLOYEES TRAINED IN EQUIPMENT USE? YES _____ NO _____

ANY INJURIES OCCUR? YES _____ NO _____

IF YES, LIST: _____

EMPLOYEES ON JOB SITE

EMPLOYEE MAKING REPORT

CONFINED SPACE ENTRY PERMIT

Prior to entering any confined space, the following checklist must be completed and signed off by an authorized officials. The completed checklist is valid for one eight-hour shift and must remain at the job site for the duration of the job. Upon completion of the job, the form must be submitted to the fire department for retention purposes.

Contractors must be informed of the City's confined space entry requirements.

Job Location: _____

Description of Work: _____

Hazardous Materials, if applicable: _____

Date of Entry: _____ Time of Entry: _____

Employees Entering: _____

	YES	NO	N/A
1. Power supply locked out, where applicable?	_____	_____	_____
2. Where applicable, are all lines leading to the confined space shut off or blocked?	_____	_____	_____
3. Gas detector used before entry, and meter Reading:	_____	_____	READING
a. Combustible gas/vapors concentration: (if reading is above 10% LEL – STOP ENTRY!)			_____
b. Oxygen concentration: (if reading is below 19.5% - STOP ENTRY!)			_____
c. Hydrogen sulfide concentration: (if reading is above 10 ppm – STOP ENTRY!)			_____
d. Carbon monoxide concentration: (if reading is above 35 ppm – STOP ENTRY!)			_____

NOTE: If entry is stopped, contact your supervisor immediately!

4. Winch, safety harness and rope/cable available?	_____	_____	_____
--	-------	-------	-------

	YES	NO	N/A
5. Appropriate number of observers stationed at entrance of confined space for monitoring/rescue purposes?	_____	_____	_____
6. Traffic cones, traffic vests, barricades/lights available?	_____	_____	_____
7. Personal protective equipment being worn (hard hat, coveralls or removable outer Garments, boots & gloves)?	_____	_____	_____
8. Positive pressure breathing apparatus available for each employee at work site?	_____	_____	_____
9. If alarm sounded, was forced or natural Ventilation provided?	_____	_____	_____

A toxic/combustible gas and oxygen detector shall be located in the general headspace area of the person at all times while working in a confined space.

In the event of emergency, call 911.

If any of the above questions are answered "no", do not enter the confined space. Contact your immediate supervisor for further instructions.

*Authorizing Signature: _____

*Persons authorized to approve this form include:

City Administrator
Public Works Manager
Chief Operator – Disposal Plant
Fire Chief
City Engineers

CHAPTER 40 – ZONING CODE

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<i>I</i>	<i>GENERALLY</i>	
	<i>Section 40-1-1 - Purpose</i>	<i>40-1</i>
	<i>Section 40-1-2 - Title</i>	<i>40-1</i>
	<i>Section 40-1-3 - Interpretation</i>	<i>40-1</i>
	<i>Section 40-1-4 - Definitions</i>	<i>40-1</i>
<i>II</i>	<i>DISTRICTS AND MAP</i>	
	<i>Division I - Generally</i>	
	<i>Section 40-2-1 - Division and Designation</i>	<i>40-6</i>
	<i>Section 40-2-2 - Boundaries and Map</i>	<i>40-6</i>
	<i>Section 40-2-3 - Disputes</i>	<i>40-6</i>
	<i>Section 40-2-4 - Annexation</i>	<i>40-6</i>
	<i>Section 40-2-5 - Affected Property</i>	<i>40-6</i>
	<i>Section 40-2-6 - Continuing Existing Uses</i>	<i>40-6</i>
	<i>Section 40-2-7 - Repairs</i>	<i>40-6</i>
	<i>Section 40-2-8 - Street Frontage</i>	<i>40-6</i>
	<i>Section 40-2-9 - Building on Lot</i>	<i>40-6</i>
	<i>Section 40-2-10 - 40-2-11 Reserved</i>	
	<i>Division II – Zone Districts</i>	
	<i>Section 40-2-12 - R-1 One-Family Residence District</i>	<i>40-7</i>
	<i>Section 40-2-13 - 40-2-14 Reserved</i>	
	<i>Section 40-2-15 - R-2 One- and Two-Family Residence District</i>	<i>40-7</i>
	<i>Section 40-2-16 - R-3 General Residence District</i>	<i>40-8</i>
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	<i>Section 40-2-18 - B-2 Secondary Business District</i>	<i>40-9</i>
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	<i>Section 40-2-20 - A-1 Agricultural District</i>	<i>40-12</i>
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CHAPTER 40

ZONING CODE

ARTICLE I – GENERALLY

40-1-1 PURPOSE. This Code is passed and enacted for the purpose of dividing the City and the contiguous area within **one and one-half (1 ½) miles** thereof into zones, or districts, restricting and regulating therein the location, erection, construction, reconstruction, alteration and use of buildings, structures, and land for trade, industry, residence and other specified uses; to regulate the intensity of the use of lot areas, and to regulate and determine the area of open spaces surrounding such buildings; to establish building lines and the location of buildings designed for specified industrial, business, residential and other uses within such areas; to fix standards to which buildings or structures shall conform therein; to prohibit uses, buildings or structures incompatible with the character of such districts, respectively; to prevent additions to and alterations or remodeling of existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed hereunder; to limit congestion in the public streets by providing for the off-street parking and loading and unloading of vehicles; providing for the gradual elimination of nonconforming uses of land, building and structures; and prescribing penalties for the violation of the ordinance; to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to conserve the taxable value of land and buildings throughout the City; and to promote the public health, safety and general welfare; and for the additional purposes set forth in all relevant statutes of the State of Illinois authorizing this Code.

40-1-2 TITLE. This Code may be known and cited as "The City of Anna Zoning Code."

40-1-3 INTERPRETATION. Where this Code places restrictions on the use of buildings, structures or land that is similarly restricted by other ordinances of the City, the Code requiring the highest standard shall prevail.

40-1-4 DEFINITIONS. For the purpose of this Code, certain terms are used in a limited or special sense, as hereinafter defined; words used in the present tense include the future, words in the singular number include the plural, and words in the plural number include the singular.

Accessory Use: A building or structure subordinate to the principal use on the same land and serving a purpose customarily incidental thereto.

Agriculture: The use of land for agricultural purposes including necessary buildings and structures used for, but not limited to, the purposes of farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture and animal and poultry husbandry and like uses, and the necessary accessory uses for packing, treating or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agriculture activities. Buildings occupied as residences shall not be considered to be used for agricultural purposes.

Alley: A public or private way less than **twenty-one (21) feet** in width affording secondary means of access to abutting property.

Animal Hospital: Any building or portion thereof designed or used for the care, observation or treatment of domestic animals.

Automobile Repair: General repair, rebuilding or reconditioning of engines, motor vehicles or trailers or parts thereof; collision service, including body, frame or fender straightening or repair; overall painting or paint shop; vehicle steam cleaning.

Automobile Wrecking Yard: Any area of land where **two (2)** or more motor vehicles, not in running condition, or parts thereof are stored in the open and not being restored to operation, or any land, building or structure used for the wrecking or storing of such motor vehicles, or parts thereof, not in running condition.

Basement: A story having part, but not more than **fifty percent (50%)**, of its height below the average grade of the adjoining ground (as distinguished from a "cellar"). A basement shall be counted as a story for the purpose of height measurement.

Building: Any structure designed, intended, used or usable for the shelter or enclosure of persons, animals or chattels.

Cellar: A story having **fifty percent (50%)** or more of its height below the average grade of the adjoining ground.

Drive-In Establishment: An establishment which accommodates patrons' automobiles from which the occupants of said automobiles may purchase or watch.

Dwelling: A building or portion thereof occupied or designed, or intended to be occupied, exclusively for residential purposes, not to include a tent, cabin, trailer or room in a hotel or motel.

Essential Services: The erection, construction, alteration, or maintenance by any public utility or municipal or other governmental agency of underground or overhead gas, electrical, steam or water transmission or distribution systems, collection, communications, supply or disposal systems, elevated and underground water storage tanks, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, not to include buildings.

Family: **One (1)** or more persons related by blood, marriage or adoption, together with his or their domestic servants, maintaining a common household in a dwelling.

Garage, Private: A detached accessory use building or portion of a principal building used for the storage of self-propelled passenger vehicles of the occupants of the premises and/or not more than **one (1)** truck of a rated capacity not exceeding **one and one-half (1 ½) tons**.

Garage, Public: Any structure where automotive vehicles are painted, rebuilt, reconstructed and/or stored for compensation.

Height: In the case of a wall or part of a building, the vertical distance from the average established curb grade in front of the lot or from the average finished grade at the building line; if higher, to the average height of the top of the cornice of a flat roof or roof-line or to the deck line of a mansard roof or to the middle height of the highest gable or dormer in a pitched or hipped roof, or if there are no gables or dormers, to the middle height of such pitched or hipped roof.

Highway or Primary Thoroughfare: An officially designated federal or state numbered highway or other road designated as a highway or primary thoroughfare on the thoroughfare plan as officially adopted and amended from time to time by the Planning Commission.

Home Occupation: Customary incidental home occupations such as handicraft, dressmaking, millinery, preserving, or office of physician, dentist, insurance agent or similar professional services; provided, however, that no more than **twenty percent (20%)** of the floor area is used for such purpose, that no internal or external structural alteration is required, that no more than **one (1) person** from outside the family is employed, and that no sale of any product, except a tangible product incidental to the principal occupation, takes place on the premises.

Junk Yard: An open area or fenced enclosure where used or secondhand materials are sought, sold, exchanged, stored, baled, packed, disassembled or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires and bottles. A junk yard includes an automobile wrecking yard but does not include uses established entirely within enclosed buildings.

Kennel: Any structure or premises where **five (5)** or more dogs over **four (4) months** of age are kept.

Lot: A parcel or area of land abutting on a street, which area, in addition to the parts thereof occupied or hereafter to be occupied by a building and its necessary buildings, is sufficient to provide the yards and courts required by this Code.

Lot, Corner: A lot situated at the intersection of **two (2) streets**; provided, however, that the interior angle made by the front lot lines at the intersection is less than **one hundred thirty-five degrees (135°)**.

Lot, Interior: A lot other than a corner lot.

Lot Area: The horizontal area within the lot lines of the lot.

Lot Depth: The mean horizontal distance between the front and rear lot lines.

Lot Width: The mean horizontal distance across the lot between side lot lines at the building line measured at right angles to the depth.

Lot Line, Front: That boundary of a lot which is along an existing or dedicated street or road. A corner lot will have **two (2)** front lines.

Lot Line, Rear: That boundary of a lot which is most distant from and is, or most nearly is, parallel to the front lot line.

Lot Line, Side: Any boundary of a lot which is not a front or rear lot line.

Lot of Record: A lot which is part of a subdivision, the plat of which has been recorded in the Office of the Recorder of Deeds for Union County, Illinois, or a parcel of land, the deed to which was recorded in the office of such Recorder prior to adoption of this Code.

Mobile Home: Any portable or mobile vehicle or structure, situated on or attached to wheels, skids, rollers, blocks, or situated on a permanent immovable foundation, whether self-propelled or not, which is designed, intended, used or usable for living, sleeping or commercial purposes, including any vehicle or structure designed or so constructed so as to permit both its being moved as a conveyance upon streets and its being occupied as living, sleeping or commercial quarters by **one (1)** or more persons.

Mobile Home Park: An area of land upon which **two (2)** or more mobile homes are situated to include any building, structure, tent, vehicle or enclosure used for or intended for use as a part of the equipment of such park.

Motor Fuel Station: A place where gasoline, diesel oil, kerosene, or any other motor fuel or lubricating oil or grease for operating motor vehicles is offered for sale to the public and deliveries are made directly into motor vehicles, including greasing and oiling and the sale of automobile accessories on the premises.

Nonconforming Use: A building, structure or land lawfully used at the time of the enactment of this Code by a use that does not conform with the regulations or provisions of this Code for the district in which it is located; also such use resulting from changes in zoning districts or in textual provisions made hereafter.

Nursing Home: A private home, institution, building, residence, or any other place, whether operated for profit or not, or a county home for the infirm and chronically ill operated pursuant to "the County Home Act," as now or hereafter amended, or by the General Assembly of the State of Illinois, or by a county pursuant to "An Act in relation to homes for the aged," approved by the General Assembly **July 21, 1959**, as now or hereafter amended by them, or any similar institution operated by a political subdivision of the State of Illinois, which provides, through its ownership or management, personal care, sheltered care or nursing for **three (3)** or more persons not related to the operator or owner by blood or marriage. It includes skilled nursing facilities and intermediate care facilities as those terms are defined in Title XVIII and XIX of the Federal Social Security Act, 42 U.S.C.A. Sec. 1395 et seq. Personal care is defined as provision of assistance with meals, dressing, movement, bathing or other personal needs or maintenance, or general supervision and oversight of the physical and mental well-being of an individual who is incapable of managing his person whether or not a guardian has been appointed for such individual. Sheltered care means maintenance and personal care. Maintenance means food, shelter and laundry services. Nursing means provision of care by a registered nurse or licensed practical nurse.

Parking Area, Accessory: An area of **one (1)** or more parking spaces located on the same property as the building, structure or land it is intended to serve, or on adjoining or nearby land, and of such shape and nature as to be appropriate and usable for the parking or storage, loading or unloading of self-propelled vehicles.

Rooming House: A single unit dwelling occupied by a permanent resident family and **two (2)** or more other persons not members of said family; or, a single unit dwelling occupied by more than **two (2) persons** who are not related to each other in a family; or, a building containing **two (2)** or more dwelling units, **one (1)** or more of which units is occupied by a permanent resident family and **two (2)** or more persons who are not related to the family; or, a building containing **two (2)** or more dwelling units, at least **one (1)** of which is occupied by more than **two (2) persons** who are not related to each other in a family; or, residential buildings when a lot contains **two (2)** or more residential buildings, no more than **one (1)** of which contains a dwelling unit or units as defined in this Section and the buildings are occupied in sum by a permanent resident family and **two (2)** or more persons who are not members of said family; or, residential buildings when a lot contains **two (2)** or more residential buildings no more than **one (1)** of which contains a dwelling unit or units as defined in this Section and the buildings are occupied in sum by more than **two (2) person** who are not related to each other in a family; or, any portion of a building other than as referred to elsewhere in this Section which is occupied by a permanent family and **two (2)** or more persons who are not members of the family; or, any portion of a building other than as referred to elsewhere in this Section which is occupied by more than **two (2) persons** who are not related to each other in a family; however, a dormitory, motel, or hotel shall not be deemed to be a rooming house. For the purposes of this Section "to occupy" means the use or possession or the right to the use or possession of the premises referred to, and "to occupy" includes "to propose to occupy"; and "permanent resident" means any person or persons who occupy or have the right to occupy any portion of a dwelling for at least **thirty (30) consecutive days**.

Setback Line: The minimum horizontal distance permitted between the front or side of a structure and the nearest street line.

Sign: Any structure or device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any

government or governmental agency or of any civic, charitable, religious, patriotic, fraternal or similar organization or any sign indicating address. Each display surface of a sign shall be considered a sign.

Sign, Gross Surface Area Of: The entire area within a single continuous perimeter enclosing the extreme limits of such sign and in no case passing through or between any adjacent elements of the same; provided, however, that such perimeter shall not include any structural elements lying outside the limits of such sign nor form an integral part of the display.

Story: That portion of a building or structure included between the upper surface of any floor and the upper surface of the floor next above, or the ceiling or roof next above such floor; provided, however, that for the purpose of determining the required dimensions of yards and courts, when the average story height of a building exceeds **twelve (12) feet**, each **twelve (12) feet** or fraction thereof of the total building height shall be considered a separate full story or fractional story respectively, except the first story which may be **fifteen (15) feet** high.

Street: Any public or private way set aside as a permanent right-of-way for vehicular or pedestrian access of **twenty-one (21) feet** or more in width if it existed at the time of the enactment of this Code, and any such public or private way created after enactment of this Code, provided it is **fifty (50) feet** or more in width.

Structural Alteration: Any change in the supporting members of a building including, but not limited to, bearing walls, load-bearing partitions, columns, beams, or girders, or any substantial change in the roof or in the exterior walls.

Structure: Anything constructed, erected or placed, the use of which requires either location on the ground or attachment to something having location on the ground, including a mobile home and a sign.

The City: The City of Anna, Illinois, a municipal corporation, and the territory within the corporate boundary thereof.

Use: The employment or occupation of a building, structure, or land for a person's service, benefit or enjoyment.

Yard, Front: An open space extending the full width of the lot between a building and the front lot line, unoccupied and unobstructed from the ground upward, except as hereinafter specified.

Yard, Rear: An open space extending the full width of a lot between a building and the rear lot line, unoccupied and unobstructed from the ground upward, except as hereinafter specified.

Yard, Side: An open space extending from the front yard to the rear yard between a building and the side lot line, unoccupied and unobstructed from the ground upward, except as hereinafter specified.

ARTICLE II – DISTRICTS AND MAP

DIVISION I - GENERALLY

40-2-1 DIVISION AND DESIGNATION. The City and the contiguous area within **one and one-half (1 ½) miles** thereof are divided into **seven (7) zoning districts** as follows:

R-1	One-Family Residence District
R-2	One- and Two-Family District
R-3	General Residence District
B-1	Central Business District
B-2	Secondary Business District
M-1	General Manufacturing District
A-1	Agricultural District

40-2-2 BOUNDARIES AND MAP. The boundaries of the zoning districts are established on a map entitled "Zoning District Map, City of Anna, Illinois," which accompanies and is a part of this Code. District boundary lines follow lot lines, center lines of streets or alleys, railroad rights-of-way, or similar natural features, and include the contiguous area within **one and one-half (1 ½) miles** of the corporate limits.

40-2-3 DISPUTES. Questions concerning the exact location of district boundaries shall be determined by the Zoning Board of Appeals.

40-2-4 ANNEXATION. Any territory annexed to the City shall, upon such annexation, maintain its zoning classification until otherwise zoned.

40-2-5 AFFECTED PROPERTY. Except as specifically provided in this Code, no building, structure or land shall be used and no building, structure or part thereof shall be erected, constructed, reconstructed, occupied, moved, altered, or repaired except in conformity with all regulations and provisions of this Code.

40-2-6 CONTINUING EXISTING USES. Any use lawfully existing at the time of enactment of this Code shall be allowed to continue as a nonconforming use, subject to the provisions of **Article V**.

40-2-7 REPAIRS. Any part of any building or structure which is declared unsafe by the Building Inspector may be strengthened or restored to a safe condition.

40-2-8 STREET FRONTAGE. No lot shall contain any building used as a dwelling unless it abuts at least **thirty (30) feet** on a street.

40-2-9 BUILDINGS ON LOT. Not more than **one (1)** principal detached residential dwelling shall be located on a lot, nor shall any principal detached residential dwelling be located on the same lot with any other principal building.

40-2-10 - 40-2-11 RESERVED.

DIVISION II – ZONE DISTRICTS

40-2-12 R-1 ONE-FAMILY RESIDENCE DISTRICT. The following regulations shall apply in the R-1 One-Family Residence District:

(A) **Permitted Principal Uses.** The permitted principal uses are:

- (1) One-family detached dwellings.
- (2) Public and civic parks and playgrounds.

(B) **Permitted Accessory Uses.** The permitted accessory uses are those uses customarily incidental to a permitted principal use and located on the same lot as the principal use, including the following uses: private garages on parking areas, living quarters of persons employed on the premises, real estate signs of a temporary nature offering the premises for sale or rent, and announcement or professional signs not exceeding **four (4) square feet** in area.

(C) **Height of Structures.** No structure shall exceed **two and one-half (2 ½) stories** or **thirty (30) feet** in height, whichever is lower, and no accessory structure shall exceed **one (1) story** or **fifteen (15) feet** in height except as provided in **Article IV**.

(D) **Lateral Dimension Regulations.** The following minimum requirements shall be observed, subject to the modification of **Article IV**:

- | | | |
|-----|----------------------|--|
| (1) | Lot Area | 10,000 square feet |
| (2) | Frontage | 80 feet |
| (3) | Front Yard Depth | 35 feet |
| (4) | Side Yard Width | 20 feet total, minimum 7 feet one side |
| (5) | Rear Yard Depth | 40 feet |
| (6) | Floor Area | 1,200 square feet |
| (7) | Maximum Lot Coverage | 20 percent |

Provided, however, that the minimum lot square foot requirements contained herein for lots platted and in existence in R-1, R-2, and R-3 districts on the effective date of this Code shall not apply, and this Code shall not be construed to prohibit construction of structures on said lots. However, the requirements for minimum floor area shall apply. Requirements for side yard and rear yard depth shall be based on the ratio of the square footage of said existing lot to the minimum square foot requirements in the controlling zoning district. Requirements for front yard depth shall be met in the event no existing dwellings are fronting on the same street as any proposed dwelling. In the event such dwellings are in existence, the actual front yard depth of all dwellings situated within **one thousand (1,000) feet** of the lot on which the proposed dwelling is to be situated shall be determined, and the front yard depth minimum requirements shall be the same as the most numerous front yard depth actually in existence in said area or the minimum requirements of said zoning district, whichever figure is smaller.

(E) The following uses may, subject to the granting of a Special Use Permit in accordance with **Section 40-7-10 et seq.** hereof, be permitted in the R-1 District:

- (1) Essential services
- (2) Any buildings or structures occupied or used for churches, Sunday Schools, public libraries, historical sites, and similar not-for-profit cultural uses.

(Ord. No. 2010-10; 08-17-10)

40-2-13 - 40-2-14 RESERVED.

40-2-15 R-2 ONE- AND TWO-FAMILY RESIDENCE DISTRICT. The following regulations shall apply in the R-2 district:

(A) **Permitted Principal Uses.** The permitted principal uses are:

- (1) Any use permitted in the R-1 district.
- (2) Two-family dwellings.
- (3) Parking areas for use in an adjoining less-restricted district when abutting directly on the less-restrictive district.

(B) **Special Uses.** The following uses may, subject to the granting of a Special Use Permit in accordance with and pursuant to **Section 40-7-10 et seq.** of this Code, be permitted in the R-2 district:

(1) Any use classified as a special use in the R-1 district.

(C) **Permitted Accessory Uses.** The permitted accessory uses are those uses or structures permitted in the R-1 district.

(D) **Height of Structure.** No structure shall exceed any height permitted in the R-1 district for the same type building.

(E) **Lateral Dimension Regulations.** The following minimum requirements shall be observed, subject to the modification of **Article IV**:

(1)	Lot Area	7,000 square feet
(2)	Lot Width	65 feet
(3)	Front Yard Depth	30 feet
(4)	Side Yard Width	15 feet total, minimum 6 feet one yard
(5)	Rear Yard Depth	40 feet
(6)	Lot Area per Family	4,000 square feet
(7)	Floor Area	1,000 square feet for single family 900 square feet per family in two-family dwellings or per dwelling unit
(8)	Maximum Lot Coverage	30 percent (Ord. No. 91-2)

40-2-16 R-3 GENERAL RESIDENCE DISTRICT. The following regulations shall apply in the R-3 General Residence District:

(A) **Permitted Principal Uses.** The permitted principal uses are:

- (1) Any use permitted in the R-2 district.
- (2) Dwellings for any number of families.
- (3) Rooming houses.
- (4) Day nurseries, nursery schools, or childcare centers.
- (5) Tourist homes, motels and motor hotels; provided, however, that such uses are located on lots abutting state or federal highways.
- (6) Offices of civic, religious or charitable institutions, financial or insurance companies, physicians, dentists, architects, engineers, attorneys, real estate and similar professions, but not selling merchandise on the premises.

(B) **Special Uses.** The following uses may, subject to the granting of a Special Use Permit in accordance with and pursuant to **Section 40-7-10 et seq.** of this Code, be permitted in the R-3 district:

- (1) Mobile home parks.
- (2) Hospitals, sanitariums, and nursing homes; provided, however, that no penal or correctional inmates are regularly housed therein.
- (3) Municipal cemeteries.
- (4) Public and civic parks and playgrounds.
- (5) Any use permitted as a Special Use in the R-2 District.
- (6) Country clubs, golf courses, similar recreation areas, and private clubs and lodges.

(C) **Permitted Accessory Uses.** The permitted accessory uses are those uses permitted in the R-2 district.

(D) **Height of Structures.** No structure shall exceed **six (6) stories** or **seventy-five (75) feet** in height, except as provided in **Article IV**.

(E) **Lateral Dimension Regulations.** The following requirements shall be observed, subject to the modifications of **Article IV**:

(1)	Lot Area	5,500 square feet
(2)	Lot Width	60 feet
(3)	Front Yard Depth	30 feet

(4)	Rear Yard Depth	40 feet
(5)	Side Yard Width	12 feet total, minimum 5 feet one yard
(6)	Lot Area per Family	3,000 square feet
(7)	Floor Area	500 square feet for one-family residence 600 square feet for two-family residence 300 square feet for multi-family residence
(8)	Maximum Lot Coverage	40 percent

40-2-17 B-1 CENTRAL BUSINESS DISTRICT. The following regulations shall apply in the B-1 Central Business District:

(A) **Permitted Principal Uses.** The principal permitted uses are:

- (1) Any use permitted in the R-3 district and essential services.
- (2) Any retail business establishment supplying commodities and its general trade area which is not characterized by excessive noise, smoke, odor or similar obnoxious effect, including but not limited to businesses selling appliances, auto accessories, books and stationery, cameras, candy, ice cream, clothing, fabrics, floor covering, flowers, furniture, paint, gifts, groceries, hardware, jewelry, met, motor fuel and oil, shoes, printing, dry goods and the like, the also including banks, liquor stores, barber and beauty shops, department and variety stores, funeral homes, studios, restaurants, and electrical or other repair shops operated in conjunction with related retail businesses.

(B) **Special Uses.** The following uses may, subject to the granting of a Special Use Permit in accordance with and pursuant to **Section 40-7-10 et seq.** of this Code, be permitted in the B-1 district:

- (1) Any use permitted as a Special Use in the R-3 District.

(C) **Permitted Accessory Uses.** The permitted accessory uses include any use permitted in the R-3 district and any other accessory uses customarily incidental to a permitted principal use, including advertising signs.

(D) **Height of Structures.** No structure shall exceed in height a dimension greater than **two (2) times** the distance from the front base of the structure to the centerline of the street abutting the front property line.

(E) **Lateral Dimension Regulations.** The following minimum requirements shall be observed, subject to the modifications of **Article IV**:

- (1) Residential Uses: Regulations prescribed for R-3 district.
- (2) Other Permitted Uses:
 - Frontage: No requirement.
 - Lot Area: No requirement.
 - Floor Area: No requirement.
 - Side Yard: No requirement except when business abuts an R district, then side yard shall be the same as required in the adjacent R district.
 - Front Yard: No requirement.
 - Rear Yard: No requirement except when adjacent to lot in any R district on side lot line, there shall be a rear yard equal to **one-half (1/2)** that required in the adjacent R district.
 - Lot Coverage: No requirement.

40-2-18 B-2 SECONDARY BUSINESS DISTRICT. The following regulations shall apply in the B-2 District:

(A) **Permitted Principal Uses.** The principal permitted uses are:

- (1) Any use permitted in the B-1 district and

- (2) Any retail business establishment not specifically prohibited in any Section of this Zoning Code.
- (B) **Special Uses.** The following uses may, subject to the granting of a Special Use Permit in accordance with and pursuant to **Section 40-7-10 et seq.** of this Code, be permitted in the B-2 district:
- (1) Any use permitted as a Special Use in the B-1 District.
- (C) **Permitted Accessory Uses.** The permitted accessory uses are those permitted in the B-1 district.
- (D) **Height of Structures.** No structure shall exceed **two (2) stories** or **thirty (30) feet** in height, except as provided in **Article IV**.
- (E) **Lateral Dimension Regulations.** The following minimum requirements shall be observed, subject to the modifications of **Article IV**:
- (1) Dwellings shall have the same lot area, lot width, front yard depth, side yard width, rear yard depth, and maximum lot coverage regulations as listed for B-1.
 - (2) Other permitted uses shall have the following requirements:

(a) Lot Area	10,000 square feet
(b) Lot Width	100 feet
(c) Front Yard Depth	40 feet
(d) Side Yard Width	None, except where adjacent to an R district, then 15 feet on the abutting side
(e) Rear Yard Depth	20 feet
(f) Maximum Lot Coverage	50 percent

40-2-19 M-1 GENERAL MANUFACTURING DISTRICT. The following regulations shall apply in the M-1 District:

- (A) **Permitted Principal Uses.** The permitted principal uses are:
- (1) Any use permitted in the B-2 district except that no permanent residence shall be permitted in the M-1 district.
 - (2) The following uses are permitted: builders' or contractors' yards, including concrete mixing, lumber yards, mill work, provided that the uses are enclosed by a solid wall or fence not less than **six (6) feet** in height; carpet and rug cleaning; carpentry shop; electrical shop; heating, plumbing or sheet metal shop; manufacture of bakery goods, candy or other food products, but excluding fish products, slaughter houses, sauerkraut or vinegar manufacturing and rendering of fats and oils; manufacturing or assembly of articles of merchandise; manufacture of musical instruments, toys, novelties and similar items; manufacture or assembly of electrical equipment; manufacture of ice; creamery or bottling plant; laboratories; cabinet shops; warehousing; and any other use which is of a similar character to those specified above.
 - (3) The following uses are permitted, provided that such use is at least **one hundred (100) feet** from any R district: ceramic products manufacture; flammable liquid storage underground, not exceeding a capacity of **twenty-five thousand (25,000) gallons**; railroad yards; blacksmith, welding, or metal working shop; foundry; planing mill or veneer mill; tool, die and jig manufacture, and any other use which is of a similar nature to those specified above.
 - (4) The following uses are permitted; provided, however, that such use is located at least **three hundred (300) feet** from any R district and at least **one hundred (100) feet** from any B district:
 - acetylene manufacture;
 - asbestos manufacture;
 - automobile, tractor, trailer, farm implement assembly or manufacture;

bleaching, cleaning and dyeing;
boiler mills, structural steel fabrication or locomotive shops;
brewing and distilling or liquors;
brick, pottery, tile and terra cotta production;
bulk plants;
can and container manufacture;
candle or sperm oil manufacture;
cement products;
cooperage works, dextrin, starch or glucose manufacture;
disinfectant, insecticide or poison manufacture;
dye and dyestuff manufacture;
enameling, lacquering;
emery cloth or sand paper manufacture;
felt manufacture;
flour or grain mill;
forge or foundry works;
gas generating plants, grain drying or poultry feed manufacturing;
hair or hair products manufacture;
lime or lime products manufacture;
linoleum, oilcloth or oiled goods manufacture;
machinery manufacture;
match works;
meat packing, but not including stockyards or slaughterhouses;
metal stamping and extrusion;
oil, paint, shellac, turpentine, varnish, or enamel manufacturing;
paper and pulp manufacture;
perfume manufacture;
pickle, sauerkraut or sausage manufacture;
plaster manufacture;
poultry packing and storage;
printing ink manufacture;
radium extraction;
sandblasting or cutting;
sawmills, manufacture of excelsior and wood fiber or sawdust products;
sewage disposal plants and incinerators;
shoddy manufacturing;
shoe blacking and polish manufacturing;
soap manufacture;
steam power plants;
stone and monument works;
sugar refining;
tar and asphalt roofing products manufacturing;
tar distillation;
vinegar manufacture;
wire and rod drawing nut, bolt, and screw manufacture; and
any other use which, in the opinion of the Board of Appeals, is of a
similar character to those specified above.

- (5) Any of the following uses, when authorized by the Board of Appeals as specified in **Section 40-7-10 et seq.**, subject to such condition and requirements as may be necessary to protect the health and safety of nearby properties and to prevent noxious conditions:
ammonia, chlorine or bleaching powder manufacture;
animal black, lamp black, bone black or graphite manufacture;
the celluloid and pyroxyline manufacture, or explosive cellulose or pyroxyline products manufacture or storage;

crematory, creosote manufacture or treatment;
 distillation or coal, petroleum, refuse, grain, wood or bones;
 explosives manufacture;
 fertilizer, compost manufacture or storage;
 fish curing, smoking or packing;
 fish oil refining or manufacture;
 petroleum or flammable liquids production, refining or storage above ground;
 rock crushing;
 rubber, caoutchouc, or gutta percha manufacture and treatment or manufacture of balata;
 smelting of ferrous or non-ferrous ores;
 storage, curing or tanning of raw, green or salted hides or skins;
 sulphurous, Sulphuric, nitric, picric, carbolic, hydrochloric or other corrosive acid manufacture; and
 any other use which is of a similar character to those listed above.

(B) **Permitted Accessory Uses.** The permitted accessory uses are those which are customarily accessory or incidental to the principal permitted use.

(C) **Prohibited Uses.** The following uses are prohibited:

- (1) dwellings, except for caretakers or watchmen on premises; and
- (2) schools, hospitals, clinics and other institutions for human care, except when accessory to a principal use.

(D) **Height and Yards.** The following minimum requirements shall be observed, subject to the modifications of **Article IV**:

- (1) For structures more than **three (3) stories** or over **fifty (50) feet** in height:
 Front Yard Depth – **sixty percent (60%)** of building height
 Rear Yard Depth – **forty (40) feet**.
- (2) For structures of **one (1) to three (3) stories** or **fifty (50) feet** in height:
 Front Yard Depth – **twenty-five (25) feet**
 Rear yard Depth – **thirty (30) feet**.

40-2-20 **A-1 AGRICULTURAL DISTRICT.** The following regulations shall apply in the A-1 District:

(A) **Permitted Principal Uses.** The permitted principal uses are:

- (1) Agricultural uses, provided that raising of cattle, hogs, chickens or other livestock shall not be located nearer than **three hundred (300) feet** from any lot in any R district.
- (2) Sale of agricultural products, provided that products sold are raised or grown on the premises.
- (3) Single-family residence, provided that any such residence must be situated on a lot of not less than **two and one-half (2 ½) acres** in area and complies with the provisions of **Article III**.

(B) **Special Uses.** The following uses may, subject to the granting of a Special Use Permit in accordance with and pursuant to **Section 40-7-10 et seq.** of this Code, be permitted in the A-1 district.

- (1) Recreational vehicle parks and campgrounds (**Ord. No. 2022-20; 09-06-22**)
- (2) Any use permitted as a Special Use in the R-3 district.

(C) **Permitted Accessory Uses.** The permitted accessory uses are those uses which are customarily incidental to a permitted principal use and located on the same parcel of land as the principal use, including the following uses:

- (1) private garages and parking areas, real estate signs of a temporary nature offering the premises for sale or rent, and announcement or professional signs not exceeding **four (4) square feet** in area.

(D) **Height of Structures.** No structure shall exceed **three (3) stories** or **thirty-five (35) feet** in height, except as provided in **Article IV**.

(E) **Lateral Dimension Regulations.** The following minimum requirements shall be observed subject to the modifications of **Article IV**.

- | | | |
|-----|--|---|
| (1) | Single-family residence. | |
| | Lot Area | 2 ½ acres |
| | Frontage | 125 feet |
| | Front Yard Depth on marked state or federal highways | 50 feet |
| | Front Yard Depth, all roads except state or federal marked highways | 40 feet |
| | Side Yard Width | 40 feet total, minimum 15 feet one side |
| | Rear Yard Depth | 75 feet |
| | Floor Area | 900 square feet |
| | Maximum Lot Coverage | 10 percent |
| (2) | Mobile Home Park. | |
| | Lot Area total trailer park | 2 ½ acres |
| | Front Yard Depth on marked state or federal highways | 50 feet |
| | Non-marked state or federal highways, country or public roads, or City streets | 40 feet |
| | Lot Area per Trailer | 2,100 square feet |
| | Maximum Lot Coverage | 40 percent |
| (3) | Agricultural Uses. | |
| | Front Yard Depth on marked state or federal highways | 50 feet |
| | Non-marked state or federal highways, country or public roads, or City streets | 40 feet |

Provided, however, that single family residences situated within the A-1 district shall comply with single-family residence requirements described in **Section 40-2-20(E)(1)**.

ARTICLE III - OFF-STREET PARKING AREAS AND LOADING SPACES

40-3-1 LOADING SPACES. In all districts in connection with every building or structure hereinafter erected which has a gross floor area of **ten thousand (10,000) square feet** or more and which is occupied or to be occupied by uses which require the receipt or distribution of goods or merchandise, there shall be provided on the same premises a minimum of **one (1)** of-street loading space plus **one (1)** additional loading space for each **twenty thousand (20,000) square feet** or fraction thereof in excess of **twenty thousand (20,000) square feet**, which space or spaces may occupy all or any part of a required rear yard or may occupy side or front yard space upon authorization of the Board of Appeals.

40-3-2 OFF-STREET PARKING. In all districts except B-1, off-street accessory parking areas or garage shall be provided in conjunction with the uses set forth herein, which parking spaces shall be in addition to any required loading space; for dwellings, required spaces shall be on the premises intended to be served; for either use such areas should be on the premises on property and within **one hundred (100) feet** of any part of the premises.

40-3-3 NUMBER OF PARKING SPACES REQUIRED. The following parking areas are required for each of the following types of use:

Automobile or machinery sales and service garages	1 for each 1,000 square feet of floor area plus 1 for each full-time employee
Banks, business and professional offices	1 for each 200 square feet of floor space
Bowling alleys	3 for each alley
Churches and schools	1 for each 4 seats in principal auditorium
Convenience stores – drug, grocery, hardware and similar stores	1 for each 300 square feet of floor area devoted to sales, plus 1 for each full-time employee
Dance halls and assembly halls without fixed seats	1 for each 50 square feet of floor area used for assembly or dancing
Drive-in eating establishments	Not less than one-third (1/3) of the total ground area devoted exclusively to parking and accessways
Dwellings	1 for each dwelling unit
Food pick-up establishments	Minimum of 1 plus 1 for each 100 square feet of floor area
Funeral homes, mortuaries	6 per chapel room or parlor or 1 per 50 square feet of rooms used for services, whichever is greater
Hospitals	1 for each 5 beds plus 1 for each 2 on staff and for each doctor

Hotels, clubs and lodging houses	1 for each 2 bedrooms
Manufacturing plants, research or Testing laboratories, bottling plants	1 for each 3 employees of maximum working shift
Medical or dental clinics	1 for each 200 square feet of floor area plus 1 for each full-time employee and 1 for each doctor
Motels or motor hotels	1 for each unit plus 1 for each 2 employees on maximum shift
Motor fuel stations	1 for each employee on duty plus 2 for each service bay
Nursing homes	1 for each 10 beds plus 1 for each 2 employees
<u>Service Establishments</u>	
Barber shops	2 for each chair plus 1 for each 2 employees on maximum shift
Beauty shops	1 for each dryer plus 1 for each 2 employees on maximum shift
Coin-operated laundries and/or dry cleaning establishments	1 for each 3 washers and/or cleaning machines plus 1 for each 2 employees on maximum shift
Restaurants	1 for each 3 seats plus 1 for each 2 employees on maximum shift
Shopper's goods, appliances, household Equipment, furniture and similar items	1 for each 500 square feet of floor area plus 1 for each full-time employee
Taverns or bars	1 for each 2 seats plus 1 for each 2 employees on maximum shift
Theaters	1 for each 4 seats
Wholesale establishments	1 for each 4 employees on maximum shift

ARTICLE IV – MODIFICATIONS

40-4-1 **GENERAL.** The requirements and regulations specified in other sections of this Code are subject to the following modifications:

- (A) **Height of Structures.** Height limitations do not apply to the following:
 - (1) Barns, silos and other farm buildings.
 - (2) Church spires, steeples, belfries, cupolas and domes.
 - (3) Monuments, water towers, fire and hose towers, masts and aerials.
 - (4) Parapet walls extending not more than **four (4) feet** above the limiting height of the structure.
 - (5) Places of public assembly such as churches, schools, and town halls. However, said buildings should not exceed **six (6) stories** or **seventy-five (75) feet** in height and, for each foot by which the building exceeds the maximum height otherwise permitted, its total side and rear yards required in the districts.
 - (6) Bulkheads, conveyors, derricks, water tanks, monitors and scenery lofts, grain elevators and similar structures.
- (B) **Lot Area.**
 - (1) In any district where dwellings are permitted, a one-family detached dwelling may be constructed on any lot of official record at the time of enactment of this Code, provided the requirements of **Section 40-2-12(D)**.
 - (2) **Lots Unserved by Sewer.** In any district where public sewer is not available, minimum lot size is **twelve thousand (12,000) square feet**.
- (C) **Front Yards.**
 - (1) Front yard measurements shall be taken from the main wall of the structure and shall not include bay windows, balconies, chimneys, flues, leaders, sills, uncovered porches or similar features.
 - (2) In any block where a building line has been established which differs from the required yard, the established line shall set the size of the front yard, provided that front yard depth should not be less than **ten (10) feet** in any R district.
 - (3) Where at least **thirty percent (30%)** of a block has been developed with varied front yard setbacks, the required minimum is the average of the existing front yards, provided that the front yard depth shall not be less than **ten (10) feet** in any Residential (R) district.
- (D) **Side Yards.**
 - (1) On lots of record at the time of enactment of this Code, side yard requirements are reduced by **twenty percent (20%)**, provided that no side yard shall be less than **three (3) feet**.
 - (2) Side yards may be measured to the center line of adjoining alleys, but in no case shall structures be less than **three (3) feet** from the alley right-of-way line.
 - (3) In measuring side yards, the hangover, eaves or gutter of the structure shall be used as a base point. Chimneys, flues, sills, cornices, eaves, gutters, terraces, steps, uncovered porches and similar features may not project into the required side yard.
- (E) **Rear Yards.**
 - (1) On lots of record at the time of enactment of this Code, rear yards may be reduced by **twenty percent (20%)** from the requirement of the particular district, provided that rear yards shall not be less than **ten (10) feet** in depth.
 - (2) Rear yards may be measured from the centerline of adjoining alleys.

ARTICLE V – NONCONFORMING USES

40-5-1 EXISTING NONCONFORMING USES. Any use of any building, structure or land which is existing and lawful at the time of adoption of this Code may continue although such does not conform to the regulations specified by this Code for the district in which such use is located, subject to the following conditions, regulations and exceptions.

40-5-2 NONCONFORMING LOTS. Any vacant lot that does not conform to **one (1)** or more of the lot size (area, dimensions) requirements of the district in which it is located may, nonetheless, be developed for any use permitted in this district if such vacant lot:

- (A) was recorded in the Union County Recorder of Deeds Office prior to the enactment of this Code (or pertinent amendment thereto); and
- (B) is at least **thirty (30) feet** wide.

40-5-2.1 TWO OR MORE LOTS IN COMMON OWNERSHIP. If **two (2)** or more lots or combinations of lots and portions of lots with continuous frontage were of record and in common ownership on the effective date of this Code (or pertinent amendment thereto), and if **one (1)** or more of those lots does not meet the minimum lot width, depth, and area requirements of the district in which it is located, the land involved shall be considered an undivided parcel. No portion of any such parcel shall be developed except in compliance with this Code, nor shall any such parcel be divided so as to create a lot that does not meet the requirements of this Code.

40-5-3 NONCONFORMING STRUCTURES. Any otherwise lawful structure which exists on the effective date of this Code, but which could not be erected under the terms of this Code because of requirements/restrictions concerning lot size, height, setbacks, or other characteristics of the structure or its location on the lot may lawfully remain, subject to the following provisions:

(A) **Maintenance.** A nonconforming structure may be maintained by ordinary repairs.

(B) **Enlargement, Alterations.** A nonconforming structure may be enlarged and/or altered, provided that:

- (1) such enlargement and/or alteration is confined within the lot lines of the property in question as such lot lines existed on the effective date of this Code (or pertinent amendment thereto); and
- (2) such enlargement and/or alteration does not increase or worsen the nonconforming characteristics of the structure.

(C) **Reconstruction.** A nonconforming structure that is damaged or destroyed may be rebuilt, provided that:

- (1) reconstruction commences within **one (1) year** from the date of damage/destruction and is diligently pursued to completion; and
- (2) the structure, when reconstructed, will not be more nonconforming than it has been.

If reconstruction does not commence within **one (1) year** or is not diligently pursued to completion (as determined by the Building Inspector) the damaged structure shall be considered abandoned – in which case reconstruction shall be allowed only if the structure will be rebuilt in conformity with the provisions of this Code which are applicable to new structures.

(D) **Relocation.** A nonconforming structure shall not be moved to another lot unless, after relocation, it will conform to all the regulations of the district where it will be situated.

40-5-4 NONCONFORMING USES. Any otherwise lawful use existing on the effective date of this Code that would not be permitted under the terms of this Code may lawfully continue, subject to the following provisions:

(A) **Expansion/Intensification.** A nonconforming use which does not occupy a structure (such as a nursery) may be expanded/intensified, but only within the confines of the lot lines as such lines existed on the effective date of this Code or pertinent amendment thereto. A nonconforming use which occupies a structure may be expanded or intensified, but only within that structure and/or within any conforming addition to said structure. (For rules concerning expansion of nonconforming structures, see **Section 40-5-2** above).

(B) **Reestablishment.** A nonconforming use which is destroyed or damaged may be reestablished. However, if the owner of said damaged/destroyed use proposes to expand, relocate, or change it, then the other pertinent paragraphs of this Section shall control. Moreover, if no significant steps have been taken to reestablish the use within **one (1) year** from the date the damage occurred, then the use shall be considered abandoned and subject to the provisions of paragraph (E) of this Section.

(C) **Relocation.** A nonconforming use shall not be moved, in whole or in part, unless, upon relocation, it will conform to all pertinent regulations of the district in which it will be relocated.

(D) **Change of Use.** A nonconforming use may continue but shall not be changed except to a use that is permitted under the applicable district regulations.

(E) **Discontinuance.** When a nonconforming use is discontinued for a period of **twelve (12) consecutive months**, it shall not thereafter be resumed. Any subsequent use shall conform to the use permitted in the applicable zone district.

40-5-5 NONCONFORMITIES UNDER PERMIT AUTHORITY. The regulations of this Article shall not affect the terms of any permit issued prior to the effective date of this Code or any pertinent amendment thereto provided that the work authorized by such permit is completed within a reasonable time.

40-5-6 SIGNS. Any nonconforming signs or billboards shall be removed within a period of **two (2) years** after adoption of this Code.

(Ord. No. 86-4; 04-15-86)

ARTICLE VI - ADMINISTRATION AND ENFORCEMENT

DIVISION I - GENERALLY

40-6-1 ZONING INSPECTOR. The Zoning Inspector of the City is designated as the official with the authority and duty to enforce this Code.

40-6-2 BUILDING/ZONING PERMIT. No building or structure shall hereafter be erected or structurally altered until a Building Permit has been issued by the Zoning Inspector stating that the building or structure and use of land comply with the regulations of this Code.

40-6-3 APPLICATION FOR PERMIT. Any application for a building permit shall be accompanied by a plat in duplicate drawn to scale, showing the actual dimensions of the lot or lots to be built upon, the size of the building or structure to be erected or structurally altered, its location on the lot or lots, and such other information as may be necessary to provide for the enforcement of this Code.

40-6-4 SEWER REQUIREMENTS. No building shall be constructed, and no permit shall be issued for any building on any premises not served by a sewer unless the area of the lot on which such building is to be erected has at least **twelve thousand (12,000) square feet.**

40-6-5 CERTIFICATE OF COMPLIANCE. No building or structure erected or structurally altered shall be occupied or used until a Certificate of Compliance has been issued by the Zoning Inspector, who shall, prior to such issuance, determine that the building or structure has been erected or structurally altered in conformance with the regulations of this Code.

40-6-6 USE PERMIT REQUIRED. No change shall be made in the use of a building or structure, or any part thereof now or hereafter erected or structurally altered, or in the use of land now or hereafter occupied, without a use permit having first been issued by the Zoning Inspector, who shall, prior to such issuance, determine that such change is in conformity with the regulations of this Code.

40-6-7 SKILLED WORKMEN REQUIRED FOR ZONING. The City shall not make available, extend, or provide any utility line or service, or grant any zoning permit, to any person, firm, partnership, corporation or other entity, to or for any lot, tract, parcel, premises, building, structure, business, or enterprise, where any building, structure or improvement thereon or therein resulted from a Construction Project which fails to employ skilled workmen for the entirety of and throughout the duration of the Project. **(Ord. No. 97-6; 04-01-97)**

40-6-8 CONSTRUCTION PROJECT LABOR AGREEMENT. A fully executed written memorandum of a Construction Project Labor Agreement constitutes evidence and a material representation by the owner that all contractors contracting with the owner for the Project in any application to the City for any utility service or a zoning permit that skilled workmen will be employed for the duration of and throughout the entirety of, and for all work to be performed in connection, with the Construction Project; and, in the event that at any time after the commencement of the Project the representation appears to be, is discovered to be, or is found to be or to have become false, any permit issued by the City upon the basis thereof automatically is revoked, utility service is terminated, and the City may immediately enjoin further work on the Construction Project. **(Ord. No. 97-6; 04-01-97)**

40-6-9 AGREEMENT FILED. Each official, agent, or employee of the City is prohibited to issue or cause to be issued any zoning permit, or to accept any application for any utility service, or permit to be delivered or supplied any utility service of any kind or nature whatsoever, unless the owner, developer, or general contractor for the Construction Project has filed with the City Administrator a Construction Project Labor Agreement. **(Ord. No. 97-6; 04-01-97)**

40-6-10 CONSTRUCTION PROJECT EXCEPTIONS. This Code applies to any Construction Project within the definition set forth in the third recital of this Code, except (1) any one-family dwelling or two-family dwelling permitted under the Zoning Code or, (2) any project for which the estimated or anticipated aggregate cost of all contractors and subcontractors, excluding alternates which delete and including alternates which add to the work under contract, is less than **Five Hundred Thousand Dollars (\$500,000)**. **(Ord. No. 97-6; 04-01-97)**

40-6-11 - 40-6-14 RESERVED.

DIVISION II - BOARD OF APPEALS

40-6-15 ZONING BOARD OF APPEALS. The Zoning Board of Appeals is hereby established in accordance with Illinois law. The Zoning Board of Appeals shall hereinafter be referred to as the Board of Appeals. **(See 65 ILCS 5/11-13-3)**

40-6-16 MEMBERSHIP, APPOINTMENT, COMPENSATION. The Board of Appeals shall consist of **seven (7) members**, all of whom shall reside within the City. Each Board member shall be appointed by the Mayor with the advice and consent of the City Council. **One (1)** of the members so appointed shall be named as Chairman at the time of his appointment. The Board of Appeals shall select **one (1)** of its members to be the vice-chairman and **one (1)** the secretary. Each Board member may receive compensation as established by the City Council.

40-6-17 TERM OF OFFICE - VACANCIES. Any person appointed to the Board of Appeals on or after the effective date of this Code shall hold office for **five (5) years** from the date of his appointment, and until his successor has been selected and qualified.

With the advice and consent of the City Council, the Mayor may remove any member of the Board of Appeals for cause after a public hearing. Vacancies on the Board of Appeals shall be filled for the unexpired term of the member whose place has become vacant in the same manner as provided for the appointment of new members.

40-6-18 MEETING--QUORUM. All meetings of the Board of Appeals shall be held at the call of the Chairman and at such times as the Board of Appeals may determine. All Board meetings shall be open to the public. The Board of Appeals may adopt their own rules of meeting procedures consistent with this Code and the applicable Illinois Statutes. The Board of Appeals may select such officers as it deems necessary. The Chairman, or in his absence, the Acting Chairman may administer oaths and compel the attendance of witnesses. **Four (4) members** of the Board of Appeals shall constitute a quorum, and the affirmative vote of at least **four (4) members** shall be necessary to authorize any Board of Appeals action.

40-6-19 RECORDS. The Board of Appeals shall keep minutes of its proceedings and examinations. These minutes shall indicate the absence of any member, the vote or abstention of each

member on each question, and any official action taken. A copy of every rule, variance, order or recommendation of the Board of Appeals shall be filed immediately with the City Clerk and shall be a public record.

40-6-20 RECOMMENDATIONS. The concurring vote of **four (4) members** of the Board of Appeals shall be necessary to recommend a variance or special-use permit or to recommend an amendment to the City Council. The recommendation of the Board of Appeals shall be by written letter and shall contain its findings of fact. A copy shall be sent to the City Council.

40-6-21 TESTIMONY. All testimony by witnesses in any hearing provided for in this Code shall be given under oath.

40-6-22 JUDICIAL REVIEW OF DECISIONS. All final administrative decisions of the Board under this Code shall be subject to judicial review pursuant to the provisions of the Administrative Review Act of the Illinois Compiled Statutes, all amendments and modifications thereof, and the rules adopted pursuant thereto.

40-6-23 NATURE OF AN APPEAL. An appeal to the Board may be taken by any person aggrieved or by any officer, department, board or bureau of the City. The appeal shall be taken within such time as shall be prescribed by the Board by a general rule by filing with the officer from whom the appeal is taken and with the Board a notice of appeal, specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. **(See 65 ILCS 5/11-13-12)**

40-6-24 STAY OF FURTHER PROCEEDINGS. An appeal stays all proceeding in furtherance of the action appealed from unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In this event the proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application and on notice to the officer from whom the appeal is taken, and on due cause shown. **(See 65 ILCS 5/11-13-12)**

40-6-25 PUBLIC HEARING NOTICE. The Board shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties and decide the appeal within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination as in its opinion ought to be made in the premises, and to that end has all the powers of the officer from whom the appeal is taken.

[NOTE: Notice indicating the time, the date, and place of hearing and briefly describing the issue to be decided shall be given not more than thirty (30) days nor less than fifteen (15) days before the hearing. (65 ILCS 5/11-13-12)]

40-6-26 - 40-6-27 RESERVED.

DIVISION III - ENFORCEMENT

40-6-28 UNLAWFUL ACTIVITY. It is unlawful for any person to commit any act prohibited by this Code, to permit any condition to exist contrary to any provision or regulation of this Code, or to fail to perform any act required by this Code.

40-6-29 REMEDY BY CITY. The City may enforce any provision or remedy in this Code for violation thereof or may seek any equitable or injunctive remedy available and appropriate under the laws of the State of Illinois and may seek any of such remedies simultaneously or successively, no remedy being to the exclusion of any other.

40-6-30 PREVENTION OF VIOLATIONS. In case any building is or is about to be constructed, reconstructed, altered, repaired, converted, or maintained, or any building or structure or land is used in violation of this Code or any regulation herein, the City or any owner or tenant of real property in the same or contiguous zoning district as the building, structure or land in question, in addition to other remedies, may institute an action or proceeding:

- (A) to prevent the unlawful construction, reconstruction, alteration, repair, conversion, maintenance, or use;
- (B) to prevent the occupancy of the building, structure, or land;
- (C) to prevent any illegal act, conduct, business or use in or about the premises, or
- (D) to restrain, correct, or abate the violation.

When any such action is instituted by an owner or tenant, notice of such action shall be served upon the City at the time suit is begun by serving a copy of the complaint on the Mayor. No such action may be maintained until such notice has been given. In any action or proceeding for a purpose mentioned in this Section, the court with jurisdiction of such action or proceeding has the power to and, in its discretion may, issue a restraining order or a preliminary injunction to preserve the status quo until final determination, as well as a permanent injunction, upon such terms and under such conditions as will do justice and enforce the purposes of this Code. If a permanent injunction is decreed in any action or proceeding for a purpose mentioned in this Section, the court in its decree may, in its discretion, allow the plaintiff a reasonable sum of money for the services of the plaintiff's attorney. This allowance shall be a part of the costs of the litigation assessed against the Defendant and may be recovered as such.

40-6-31 RESERVED.

DIVISION V - PROSECUTION

40-6-32 MANNER OF CHARGE. The charging of a violation of this Code shall be in accordance with the Illinois Municipal Code (See Chapter 65) and the Rules of Practice of the Circuit Court of Illinois for the First Judicial Court as each such law or body of rules now exists and may, from time to time, be amended.

40-6-33 CONTENTS OF CHARGE. Any complaint charging a violation of this Code shall specify the section of Code allegedly violated.

40-6-34 PENALTY. Any person violating any provision of this Code shall pay a penalty of not less than **Five Dollars (\$5.00)** and not more than **Five Hundred Dollars (\$500.00)**. (See **Section 1-1-20**)

ARTICLE VII – PROCEDURES

DIVISION I - VARIANCES

40-7-1 COUNCIL MAY VARY. The City Council may determine and vary the application of the regulations of this Code in harmony with the general purpose and intent and in accordance with general or specific rules herein contained in cases where there are practical difficulties or particular hardship in the way of carrying out the strict letter of any regulations of this Code, provided that the City Council shall not vary the use of any building or land.

40-7-2 VARIANCE REQUEST. Any person desiring a variation from the strict letter of any of the regulations, other than those relating to use, of this Code may apply therefor by filing with the Zoning Inspector a written request therefor. Such written request shall include a statement of:

(A) all facts relevant under the applicable terms of this Code,
(B) the particular location for which the variation is requested,
(C) a brief statement of the proposed variation, and
(D) a detail scale drawing of the plans and layout of the payment of a fee to the Zoning Inspector in an amount to be determined by ordinance of the City Council to defray the costs of investigation, publication, and public hearing thereon, and the request shall be in the form and shall contain any further such information as the Board of Appeals shall from time to time prescribe by general rule. **(See 65 ILCS 5/11-13-4 and 5/11-13-5)**

40-7-3 PUBLIC HEARING, NOTICE. Within **sixty (60) days** after the filing of a written request for a variation, the Board of Appeals shall hold a public hearing thereon. No variation shall be made except in a specific case and after a public hearing before the Board of Appeals. There shall be a notice of the time and place of such hearing, published at least once not more than **thirty (30)** no less than **fifteen (15) days** before such hearing in **one (1) newspaper** with a general circulation within the City, which notice shall contain the particular location for which the variation is requested as well as a brief statement of the proposed variation. **(See 65 ILCS 5/11-13-7)**

40-7-4 WRITTEN REPORT TO COUNCIL. Upon the conclusion of any such hearing, the Board of Appeals shall make a written report and recommendation of the City Council, which report shall contain a summary of the evidence presented to the Board of Appeals and shall be accompanied by findings of particular facts specifying the reason or reasons for the recommendation, and such report shall be transmitted to the City Council within **thirty (30) days** after the conclusion of such hearing.

40-7-5 POWER TO DECIDE – COUNCIL. The power to determine and approve variations shall be exercised only by the City Council by the adoption of Code, provided, however, that no such variation shall be made by the City Council without a hearing before the Board of Appeals, and the City Council may attach conditions to the granting of any variation in order to assure maintenance of the purposes of this Code.

40-7-6 COUNCIL'S ACTIONS. Upon the report of the Board of Appeals, the City Council, by ordinance without any further hearing, may adopt the proposed variation or may refer the request back to the Board of Appeals for further consideration.

40-7-7 ORDINANCE REQUIREMENT. The City Council may by ordinance grant a variation only in accordance with the following procedure and requirements:

(A) A public hearing on the proposed variation has been held before the Board of Appeals, with prior notice thereof given in the manner as provided in this Code. **(See Section 40-7-3)**

(B) The City Council has received from the Board of Appeals the required written report, recommendation and findings specified in this Code. **(See Section 40-7-4)**

(C) Only upon evidence that such proposed variation meets the following standards, hereby established for such modification.

(1) There are exceptional circumstances or conditions applying to the property in question which do not apply generally to other properties in the same district; and,

(2) Such variation is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same district and vicinity, but which is denied by the strict letter of any regulation of this Code to the property described in the request; and,

(3) The granting of such variation will not be a substantial detriment to adjacent properties nor a substantial impairment to the purposes of this Code or to the public interest.

(See 65 ILCS 5/11-13-4 and 11-13-5)

40-7-8 - 40-7-9 RESERVED.

DIVISION II – SPECIAL USES

40-7-10 GRANTING SPECIAL USE BY COUNCIL. The City Council may grant special uses for:

(A) public and quasi-public uses affected with the public interest, and

(B) uses which may have a unique or unusual impact upon the use or enjoyment of neighboring property.

40-7-11 APPLICATION FOR SPECIAL USE. Any person desiring the granting of a Special Use may apply therefor by filing with the Zoning Inspector a written request therefor. Such written request shall include:

(A) a statement of all facts relevant under the applicable terms of this Code;

(B) the particular location for which the Special Use is requested;

(C) a brief statement of the proposed Special Use; and

(D) a detail scale drawing of the plans and layout of such proposed Special Use.

Such request shall be accompanied by the payment of a fee to the Zoning Inspector in an amount to be determined by ordinance of the City Council to defray the costs of investigation, publication and public hearing hereon, and the request shall be in the form and shall contain any further such information as the Board of Appeals shall, from time to time, prescribe by general rule.

40-7-12 PUBLIC HEARING. Within **sixty (60) days** after the filing of a written request for a Special Use, the Board of Appeals shall hold a public hearing thereon. No special use shall be granted except in a specific case and after a public hearing before the Board of Appeals. There shall be notice of the time and place of the hearing published at least once, not more than **thirty (30)** nor less than **fifteen (15) days** before the hearing in **one (1) newspaper** with a general circulation within the City, which notice shall contain the particular location for which the Special Use is requested, as well as a brief statement of the proposed Special Use. **(See 65 ILCS 5/11-13-7)**

40-7-13 ADVISORY REPORT. After the conclusion of such hearing, the Board of Appeals shall make a written report and recommendation to the City Council, which report shall contain a summary of the evidence presented to the Board of Appeals and shall be accompanied by findings of particular facts specifying the reason or reasons for the recommendation, and such report shall be transmitted to the City Council within **thirty (30) days** after the conclusion of such hearing.

40-7-14 ACTION BY COUNCIL. The power to grant a Special Use shall be exercised only by the City Council by the adoption of ordinances, provided that no such Special Use shall be granted by the City Council without a hearing before the Board of Appeals, and the City Council may attach conditions to the granting of any Special Use in order to assure maintenance of the purposes of this Code.

40-7-15 GRANT OR REFERRAL OF REQUEST. Upon the report of the Board of Appeals, the City Council, by ordinance without further hearing, may grant the proposed Special use or may refer the request back to the Board of Appeals for further consideration.

40-7-16 GRANTING SPECIAL USE REQUIREMENTS. The City Council may by ordinance grant a special use only in accordance with the following procedures and requirements:

(A) A public hearing on the proposed Special Use has been held before the Board of Appeals with prior notice thereof given in the manner as provided in this Code.

(B) The City Council has received from the Board of Appeals the required written report, recommendation and findings specified in this Code.

(C) Only upon evidence that such proposed Special Use meets the following standards hereby established for such classification:

(1) The proposed special use is a public or quasi-public use affected with the public interest, or the proposed public use may have a unique, special or unusual impact upon the use or enjoyment of neighboring property, or the proposed special use is a planned development; and,

(2) The establishment, maintenance, or operation of the proposed special use will not be detrimental to or endanger the public health, safety, morals or general welfare; and,

(3) The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair any property value or property values, within the immediate vicinity; and the establishment, maintenance or operation of the proposed special use will be located in a district where such special use is specifically permitted as a special use upon granting by the City Council; and,

(4) The proposed special use is deemed desirable for the public welfare within a given district although potentially incompatible with the typical uses permitted within such district;

(5) Adequate utility services, access roads, drainage, and other necessary facilities are available at the location for which the special use is proposed, or will be made available as a condition to the granting of such special use; and,

(6) Adequate provision for parking, ingress, and egress, designed so as to minimize traffic congestion in public streets, is available or will be made as a condition to the granting of such special use.

(D) The person requesting such special use shall, as a condition precedent to the granting of such special use, provide written assurance that the special use will be established, maintained, and operated subject to any conditions reasonably necessary in the determination of the City Council to meet the foregoing standards.

40-7-17 EXISTING USES. Any use of any building, structure or land which is existing and lawful at the time of adoption of this Code, and which is subject to classification as a special use is hereby declared to be a conforming use, provided that any change of such use involving the enlargement or structural alteration of the building, structure and land or devoted to such use shall be subject to the procedure and standards set forth in this Section of this Code.

40-7-18 RESERVED.

DIVISION III – AMENDMENTS

40-7-19 AMENDMENTS BY COUNCIL. The City Council may amend the regulations imposed and the districts created by this Code.

40-7-20 AMENDMENT APPLICATION. Any person desiring an amendment of this Code may apply therefor by filing with the Zoning Inspector a written request therefor. Such written request shall include a statement of:

- (A) the particular location for which the amendment is requested,
- (B) a brief statement of the proposed amendment, and
- (C) a scale drawing of the layout of such proposed amendment.

Such request shall be accompanied by the payment of a fee to the Zoning Inspector in an amount to be determined by ordinance of the City Council to defray the costs of investigation, publication and public hearing thereon, and the request shall be in the form and shall contain any further such information as the Board of Appeals shall, from time to time, prescribe by general rule. **(See 65 ILCS 5/11-13-14)**

40-7-21 PUBLIC HEARING REQUIRED. Within **sixty (60) days** after the filing of a written request, the Board of Appeals shall hold a public hearing thereon. No amendment shall be made except after a public hearing before the Board of Appeals. There shall be a notice of the time and place of such hearing published at least once, not more than **thirty (30)** nor less than **fifteen (15) days** before such hearing in **one (1) newspaper** with a general circulation within the City, which notice shall contain the location for which the amendment is requested as well as a brief statement of the proposed amendment. **(See 65 ILCS 5/11-13-14)**

40-7-22 ADVISORY REPORT – FINDINGS OF FACT. Upon the conclusion of any such hearing, the Board of Appeals shall make a written report and recommendation of the City Council, which report shall contain a summary of the evidence presented to the Board of Appeals and shall be accompanied by findings of particular facts specifying the reason or reasons for the recommendation, and such report shall be transmitted to the City Council within **thirty (30) days** after the conclusion of such hearing.

40-7-23 PROTEST FILED REQUIRES SUPER MAJORITY VOTE. The power to amend this Code shall be exercised only by the City Council by the adoption of ordinances, provided that in case a written protest against any proposed amendment of the regulations or districts, signed and acknowledged by the owners of **twenty percent (20%)** of the frontage immediately adjoining or across an alley therefrom, or by the owners of **twenty percent (20%)** of the frontage directly opposite the frontage proposed to be altered, is filed on or before the time for hearing before the Board of Appeals, with the City Clerk, the amendment shall not be passed except by a favorable vote of **two-thirds (2/3)** of the Council.

ARTICLE VIII – SIGN REGULATIONS

40-8-1 GENERAL PROHIBITION. Any sign, as defined in **Section 40-1-4**, which is not expressly permitted in this Section shall be deemed prohibited.

40-8-2 SIGNS TO BE NON-HAZARDOUS, WELL-MAINTAINED.
 (A) No sign shall be erected, relocated or maintained so as to prevent free access or egress from any door, window, fire escape, or driveway.
 (B) No sign shall be erected or maintained in such manner that it interferes with, obstructs with, obstructs the view of, or is likely to be confused with any authorized traffic control device.
 (C) Every sign shall be designed and constructed in conformity with any applicable provisions of the adopted Zoning Code of the City.

40-8-3 PERMIT REQUIRED. The person or entity desiring to erect a billboard, sign board or sign shall apply to the City for a sign permit. The application shall include a schematic of the proposed signage, and payment of an application fee in an amount as set, from time to time, by the City. The City reserves the right to approve or deny each application within its purview as provided by **65 ILCS 5/11-80-15(a)**.

40-8-4 PERMITTED SIGNS.
 (A) **General Signage Rules.** Signs shall only be permitted in non-residential areas, as follows:

- (1) Signs may only be erected and/or maintained by the person(s), corporation or other legal entity who are the owners of record of the real property upon which the sign is located; and
- (2) Signs can only be erected and/or maintained upon the real property where the business, firm, corporation or other legal entity is located and actively doing business, or immediately adjacent property; and
- (3) Signs can only identify and/or advertise the business, firm, corporation or other legal entity, which is located and doing business upon the real property where the billboard is located, or the immediately adjacent property; and
- (4) Not more than **one (1) sign** may be erected for any **one (1) business, firm, entity or corporation** upon any single parcel of real estate or immediately adjacent property; and
- (5) Signs shall have a maximum height of **forty (40) feet** from ground level, and shall have a maximum surface area of **one hundred fifty (150) square feet** for any **one (1) side**; and
- (6) No signs may be erected or maintained which contains, includes or is otherwise illuminated by any flashing, intermittent or moving light or lights, except those giving public service information, such as time, weather, date and temperature; and
- (7) Signs shall comply with all federal and state rules and regulations, as may be in effect and/or promulgated, from time to time.

(B) **Exception – Downtown Off-Premises Signage.**

- (1) A business, firm, entity or corporation existing within the corporate limits of the City, may apply for a permit to place **one (1)** off premises sign in Downtown Anna.
- (2) Downtown Anna, for the purposes of this Code, is defined as follows:
 - (a) South Main Street from its intersection with Jefferson Street, to the Davie Street side of the railroad tracks.

- (b) Davie Street from Freeman Street to South Green Street.
 - (3) Downtown off premises signage shall only identify and/or advertise the business, firm, entity or corporation seeking the permit.
 - (4) Downtown off premises signage shall otherwise comply with the provisions of **Section 40-8-4(A)(5), (6) and (7)** hereinabove.
- (C) **Exempt Signs.** The following signage is exempt from the provisions of this Code:

- (1) Temporarily placed signs concerning charitable, religious, fraternal organization, veteran's organization, and/or political events. Provided, however, that such temporarily placed signage shall be removed following the conclusion of the referenced event.
- (2) Temporarily placed signs concerning events to occur within the corporate limits of the City, which have been authorized/approved by its corporate authorities.
- (3) Advertising signs placed upon the Anna City Park baseball field's fencing. Provided, however, that such advertising signs shall comply with the provisions of **Section 40-8-2** hereinabove.

Exempt signs which are not maintained and/or removed as anticipated in this Section shall be subject to the provisions of **Section 40-8-5** hereunder.

- (D) **Grandfather Clause.** Nonconforming signs which were in place prior to the date of this amendment are exempted from its provisions. Provided, however, that:
- (1) Such existing signs must be maintained as provided herein; and
 - (2) Such signs may not otherwise be changed, altered, enlarged or modified from its appearance as of the date of this amendment.

40-8-5 UNLAWFUL SIGNS AS PUBLIC NUISANCES; REMOVAL.

(A) Each sign declared to be unlawful, and a public nuisance shall be removed or otherwise brought into compliance with this Code by the owner, without compensation, within **thirty (30) days** after receipt of notice by personal service or certified mail from the City. Upon failure to comply with such notice within the time specified, the City is hereby authorized to cause removal of said noncomplying sign, and any expense incident thereto, including but not limited to attorney's fees and court costs, shall be paid by the owner of said sign.

(Ord. No. 2016-04; 05-03-16)

CITY OF ANNA

APPLICATION TO BUILDING AND USE A STRUCTURE IN COMPLIANCE WITH THE CITY OF ANNA ZONING CODE

TO ZONING INSPECTOR: The undersigns applies to the City of Anna, Illinois [the "City"], for a permit to build or modify, and use a structure on the premises hereinafter described in compliance with the City Zoning Code, and represents to the Zoning Inspector and the City the truth and accuracy of the following information:

- [1] THERE IS ATTACHED HERETO A COPY OF THE APPLICANT'S DEED SHOWING THE LEGAL DESCRIPTION.
- [2] THERE IS ATTACHED HERETO A PLAT OR MAP IN DUPLICATE (DRAWN TO SCALE no smaller than 1" = 20') SHOWING (i) actual dimension of premises, and (ii) floor plan and dimensions thereof.
- [3] THE DEED AND PLAT ARE PART OF THIS APPLICATION.
- [4] ANY STRUCTURE LOCATED OR TO BE CONSTRUCTED ON THE PREMISES IS OR WILL BE CONNECTED TO A SANITARY SEWER AT APPLICANT'S EXPENSE, IF SEWER SERVICE IS AVAILABLE TO THE PREMISES.
- [5] ANTICIPATED DATE OF:
[A] COMMENCEMENT OF CONSTRUCTION: _____
[B] COMPLETION OF CONSTRUCTION: _____
- [6] STREET ADDRESS: _____
- [7] ZONING DISTRICT (CIRCLE): R-1 R-2 R-3 B-1 B-2 M-1 A-1
- [8] PROPOSED USES:
PRINCIPAL BUILDING: _____
ACCESSORY BUILDING: _____
- [9] TYPE OF ROOF – FLAT/PITCHED/MANSARD
- [10] DIMENSIONS –
LOT AREA _____ BASEMENT FLOOR AREA _____
FRONTAGE WIDTH _____ PERCENTAGE OF HEIGHT OF BASEMENT
FRONT YARD DEPTH _____ BELOW AVERAGE ADJOINING GRADE _____
SIDE YARD DEPTH _____ HEIGHT OF STRUCTURE FROM AVERAGE
REAR YARD WIDTH _____ ADJOINING GRADE _____
FIRST STORY FLOOR AREA _____ MAXIMUM COVERAGE OF LOT BY FIRST STORY
PARKING AREA _____ FLOOR AREA _____
SIGNS _____ SAME: FOR ACCESSORY BUILDING _____
- [11] IF APPLICABLE –
OF ROOMS _____ # OF FAMILIES TO OCCUPY _____
OF PARKING SPACES _____ # OF SIGNS _____
- [12] ESTIMATED COST OF CONSTRUCTION \$ _____
- [13] IF THE ESTIMATED COST OF CONSTRUCTION IS \$500,000 or more and a one- or two-family dwelling is not involved, there is attached hereto a CONSTRUCTION PROJECT LABOR AGREEMENT as required by Ordinance No. 97-6.

CONDITIONS AND LIMITATIONS: Applicant understands and agrees to the following conditions of and limitations of the issuance of any PERMIT TO PROCEED or any CERTIFICATE OF COMPLIANCE.

- [A] Each is binding only upon the City only to the extent of the accuracy and veracity of the representations made in this Application, in the OWNER'S CERTIFICATE OF COMPLETION, in any other accompanying documents or attachments, and only in the event construction is completed by the date stated in Paragraph [5]; in the event construction is not completed by said date, this PERMIT is void, and the City is authorized by Applicant to pursue all remedies under laws pertaining to uncompleted buildings (65 ILCS 5/11-31-1) in the same manner and to the same extent as if the uncompleted structure or improvement were an uncompleted and abandoned building under the Statute cited;
- [B] The building or structure to be erected or to be structurally altered pursuant to the issuance of the PERMIT TO PROCEED issued on the basis of this Application shall not be OCCUPIED OR USED until a CERTIFICATE OF COMPLIANCE has been issued by the Zoning Inspector;
- [C] No change shall be made in the USE of a building or structure or any part thereof now or hereafter erected or structurally altered, or in the USE of the premises, without a CERTIFICATE OF COMPLIANCE having first been issued by the Zoning Inspector.
- [D] NO PERMIT or CERTIFICATION signed by the Zoning Inspector issued pursuant to this Application is intended to or does preclude any entity or person, other than the City, from exercising or attempting to exercise or enforce any right or remedy under or pursuant to the City Zoning Code, the Zoning Enabling Act of the State of Illinois, or any other law regulating the use of property, or the health, safety, and welfare of its citizens and inhabitants;
- [E] Neither the PERMIT nor the CERTIFICATION issued pursuant to this Application pertain to or purport to constitute evidence of compliance with any law or regulation in the nature of any building code, electrical code, plumbing code, fire prevention code, architectural code, housing code, health code, construction code, or any similar other law or regulation;
- [F] The City disclaims any monetary liability whatsoever by the issuance of any PERMIT or CERTIFICATION, including any obligation to indemnify Applicant arising from or out of any claim or suit by any other person or entity; the only force effect, extent, or consequence of any PERMIT or CERTIFICATE is to bar the City from any administrative or equitable remedy under its Zoning Code and then only to the extent set forth in Paragraph [1] above.

DATED: _____

APPLICANT:

SIGNATURES OF THE OWNERS IF INDIVIDUAL
PERSONS OR OF AUTHORIZED AGENTS IF
CORPORATIONS OR PARTNERSHIPS

ADDRESS OF APPLICANT

PERMIT TO PROCEED: I find that the information in the above Application and any accompanying documents describe a proposed structure or modification of a structure which will comply with the City Zoning Code, and Ordinance No. 97-6 if applicable, and do hereby permit Applicant to proceed, upon the condition that construction is commenced and completed before the date stated in Paragraph [5]; otherwise, this Permit becomes void.

DATED: _____

ZONING INSPECTOR

OWNER'S CERTIFICATE OF COMPLETION: The undersigned certifies and represents that the structure described in the Application and the accompanying documents have been completed and are in compliance with the City Zoning Code.

DATED: _____

OWNER(S):

CERTIFICATE OF COMPLIANCE: I certify that I have inspected the completed structure and that it complies with the representations made in the Application and the accompanying documents and is in compliance with the City Zoning Code.

DATED: _____

ZONING INSPECTOR

(Ord. No. 97-8)

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