



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JUNE 24, 2013

6:30 P.M. – CITY HALL 312 ½ NORTH MAIN STREET

ITEM	DESCRIPTION
13C-0246.	Call to Order by Presiding Officer
13C-0247.	Roll Call
13C-0248.	Establishment of Quorum
13C-0249.	Pledge of Allegiance
13C-0250.	Reports of Standing Committees
13C-0251.	Citizens Comments <ul style="list-style-type: none"> • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker • No testimony on zoning items where a public hearing has been conducted

CONSENT AGENDA CA13-12

ITEM	DESCRIPTION	PAGE
13C-0252.	Approval of the Minutes of the Regular City Council Meeting of June 10, 2013	3-9
13C-0253.	Second Reading and Possible Approval of an Ordinance Amending Chapter 111.20 to Extend the Class P Liquor License to Small Inns	10-11
13C-0254.	Approval of the Renewal of a Contract with Professional Account Management for Parking Citation Processing	12-18

UNFINISHED BUSINESS

None.

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
13C-0255.	Discussion and Possible Action on a County Zoning Application by Stephen Walker to Rezone 1300-1301 North Irish Hollow Road (Former Location of Fried Green Tomatoes and the County Poor Farm) From Residential District to PD Planned Development Mixed District to Allow for a Recreation and Entertainment Outdoor Venue	19-20
13C-0256.	Discussion and Possible Action on a County Zoning Application by Carl Schoenhard for a Special Use Permit to Allow for a Single Family Residence in the Agricultural District at 9641 N Buckhill Road	19-63
13C-0257.	Discussion and Possible Action on Reconsideration of a Request by the Galena Downtown Business Association for a Festival Permit for the "Galena Unsigned Artist Music Festival" in Depot Park, August 23, 24 and 25, 2013	--
13C-0258.	Discussion and Possible Action on Appeal by Don and Sandi Wearmouth of a Historic Preservation Commission Decision Regarding the Use of Vinyl Siding on their House at 308 Park Avenue	64-70
13C-0260.	Discussion and Possible Action on the Location of the Galena Dog Park	71
13C-0261.	Discussion and Possible Action on Rescheduling Park Avenue Surfacing Project	72-73
13C-0262.	Warrants	74-82
13C-0263.	Alderspersons' Comments	
13C-0264.	City Administrator's Report	
13C-0265.	Mayor's Report	
13C-0266.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Staff—Canoe/Kayak Park Public Input Meeting	Tues. July 2	9:00 A.M	City Hall
City Council	Mon. July 8	6:30 P.M.	City Hall
Zoning Board of Appeals	Wed. July 10	6:30 P.M.	City Hall
Historic Preservation Comm.	Thurs. July 18	6:30 P.M.	City Hall

Posted: Thursday, June 20, 2013 at 4:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 10 JUNE 2013

13C-0223 – CALL TO ORDER

Mayor Terry Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 312½ North Main Street on 10 June 2013.

13C-0224 – ROLL CALL

Upon roll call the following members were present: Bernstein, Fach, Greene, Kieffer, Lincoln, Painter, Renner

13C-0225 – ESTABLISHMENT OF QUORUM

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

13C-0226 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

13C-0227 - REPORTS OF STANDING COMMITTEES

Turner Hall Committee – Fach reported the Turner Hall Committee met. They took a field trip to Turner Hall and spent about an hour and a half going through the building.

13C-0228 – PUBLIC COMMENTS

Fred Bonnet 213 N. Main Street – As chair of the VisitGalena Board of Directors, Bonnet updated the Council on VisitGalena. Bonnie Heimbach, Northern Illinois Tourism Director, picked the marketing plan apart and has found an additional \$50,000 that the state would do matching grants on through the Illinois Tourism Board. She also advised she is going to find spots for us in the kiosks in the major exchanges in Chicago. Bonnet feels Heimbach is a great resource and she will contact the state directly if we have any problems.

Bonnet advised they have posted for a part-time interim director. They hope to put this person in place in July. The position will be a 3 day position. They have reached out to the Field of Dreams project in Dubuque. They are looking into doing something in Galena with an application that would tie into the movie.

The new marketing plan will be presented in the first part of July. They will have about \$400,000 in direct marketing dollars going out. The plan will be presented to the community in two sessions at the DeSoto Hotel.

Bernstein questioned why they chose to search for an interim director. Bonnet stated because the marketing plan will be done, budgeting is done and most of the things are done for 2013 and 2014 the board felt those dollars would be better spent in marketing. The board is comfortable with an interim director at this point since the groundwork has been laid out for this tourism season.

CONSENT AGENDA CA13-11

13C-0229 – APPROVAL OF MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF MAY 15, 2013 AND THE REGULAR CITY COUNCIL MEETING OF MAY 28, 2013

13C-0230 – APPROVAL OF A REQUEST BY MIDWEST MEDICAL CENTER TO USE THE GALENA RIVER TRAIL ON OCTOBER 5, 2013, 9 A.M. TO 11 A.M., FOR THE 9TH ANNUAL FUN WALK/RUN

13C-0231 – FIRST READING OF AN ORDINANCE AMENDING CHAPTER 111.20 TO EXTEND THE CLASS P LIQUOR LICENSE TO SMALL INNS

13C-0232 – APPROVAL OF ADOPTION AGREEMENT FOR 457(B) DEFERRED COMPENSATION PLAN

Motion: Lincoln moved, seconded by Kieffer, to approve Consent Agenda CA13-11 as presented.

Discussion: Fach requested item 13C-0232 be removed from the Consent Agenda.

Roll Call: AYES: Greene, Kieffer, Lincoln, Painter, Bernstein, Fach, Renner
NAYS: None

The motion carried.

13C-0232 – APPROVAL OF ADOPTION AGREEMENT FOR 457(B) DEFERRED COMPENSATION PLAN

Moran advised this is the 457 Public Employees 401(k). It is a voluntary employee contribution with no match by the City. The only expense incurred by the City is for administration of the plan. This agreement sets parameters for the 457 Plan. Moran recommended changing the minimum hours worked in order to qualify to 35 hours per week.

Motion: Fach moved, seconded by Painter, to approve the Adoption Agreement for the 457(B) Deferred Compensation Plan changing the minimum number of hours worked to 35 hours per week.

Discussion: None.

Roll Call: AYES: Greene, Kieffer, Lincoln, Painter, Bernstein, Fach, Renner
NAYS: None

The motion carried.

NEW BUSINESS

13C-0233 – FIRST READING OF AN ORDINANCE REGULATING WAGES OF LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN PUBLIC WORKS PROJECTS FOR THE CITY OF GALENA, ILLINOIS (PREVAILING WAGE ORDINANCE)

Motion: Greene moved, seconded by Kieffer, to approve the first reading and waive the second reading of an ordinance regulating wages of laborers, mechanics and other workers employed in Public Works Projects for the City of Galena, Illinois.

Discussion: None.

Roll Call: AYES: Kieffer, Lincoln, Painter, Bernstein, Fach, Greene, Renner
NAYS: None

The motion carried.

13C-0234 – DISCUSSION AND POSSIBLE ACTION ON A CONTRACT FOR THE MAGAZINE STREET RETAINING WALL PROJECT

MAGAZINE STREET RETAINING WALL - BID TABULATION			
	EARL THOMPSON	CREATIVE MASONRY	WEINEN LANDSCAPING
BID ITEMS	AMOUNT	AMOUNT	AMOUNT
TOTAL BASE BID	\$ 27,107.75	\$ 12,802.50	\$ 10,470.00
ALTERNATE ITEMS			
TOTAL WITH ALTERNATES A1-2, A4, A6-7	\$ 38,652.59	\$ 14,002.50	\$ 19,313.00
TOTAL CREATIVE MASONRY & WIENEN LANDSCAPING		\$ 33,315.50	
NOTE:			
THE BIDS FROM CREATIVE MASONRY AND WIENEN LANDSCAPING WERE TO BE CONSIDERED AS A SINGLE BID WITH A COMBINED TOTAL OF \$33,315.50			

Motion: Painter moved, seconded by Lincoln, to approve a contract for the Magazine Street Retaining Wall Project with Earl Thompson in the amount of \$38,652.59.

Discussion: Painter advised she has looked at the wall and believes it is a safety issue and should be taken care of. Renner agreed advising the City fixed the wall once and it does hold up the street.

Greene recommended doing the project and then going after the insurance company.

Fach questioned if this repair would last 50 years. Lewis advised when the project was done in 1999 there were only limited funds to repair the wall itself. Storm water flow wasn't able to get into the gutter. The water went behind the wall and aggravated the problem. A new curb, gutter and sidewalk will be installed at a slightly higher elevation. Water will be directed to Bench Street away from the wall. They plan to salvage the small stones. The wall will be reinforced concrete block with a stone veneer. The wall will be 24 to 30 inches thick.

Roll Call: AYES: Lincoln, Painter, Bernstein, Fach, Greene, Kieffer, Renner
 NAYS: None

The motion carried.

13C-0235 – DISCUSSION AND POSSIBLE ACTION ON A CONSTRUCTION CONTRACT FOR THE CITY HALL RELOCATION PROJECT

ALTERATION AND REMODELING OF CITY HALL - BID TABULATION

#	BID ITEMS	Tricon Construction	Montgomery Timmerman
1	Base bid	734,000	652,000
2	Alternate #1 - Public restroom addition	156,000	168,709
3	Alternate #2 - Brick veneer to north and east walls in lieu of EIFS	20,000	95,106
4	Alternate #3 - Replace existing electrical panels	12,000	9,500
5	Alternate #4 - Connect emergency lights, exit signs and computer system to existing emergency generator	5,000	2,000
6	Alternate #5 - Remove and replace asphalt to parking lot	25,000	23,870
TOTAL BASE BID & ALTERNATES #1-5		952,000	951,185

Motion: Painter moved, seconded by Lincoln, to approve the construction contract for the City Hall Relocation Project with Montgomery Timmerman Construction in the amount of \$951,185.

Discussion: Lincoln advised he has worked with both companies. He is confident either contractor would do an excellent job.

Painter questioned why there were some significant differences in particular portions of the bid. Lewis advised he would have to look at things in more detail.

Council agreed to include all of the alternates. Greene stated he was opposed to Alternate 1. Greene feels the public restrooms should be on Main Street. Renner felt building public restrooms on Main Street would be more expensive. Kieffer agreed.

Roll Call: AYES: Painter, Bernstein, Fach, Kieffer, Lincoln, Renner
 NAYS: Greene,

The motion carried.

13C-0236 – DISCUSSION AND POSSIBLE ACTION ON CONTRACTS FOR AUDIO VISUAL, FURNITURE, TELEPHONE, COMPUTER NETWORK, AND SECURITY SYSTEM FOR THE CITY HALL RELOCATION PROJECT

Furniture	SBM Office Equipment	\$63,490
Phone System	Business Telephone Systems	\$6,595
Audio Visual System	Advanced Technologies	\$15,437
Security System	Security Products of Dubuque	\$5,320
Computer Network	Wizard Computer	\$5,500
Building Permit Software	Civic Systems	\$13,200
Landscaping	To be determined	\$10,000
Misc. Items	NA	\$10,000

Motion: Lincoln moved, seconded by Painter, to approve the contracts for audio visual, furniture, telephone, computer network and security system for the City Hall Relocation Project.

Discussion: Moran advised some of the miscellaneous items would include a drive-up utility payment drop-off box, landscaping design and installation and parking lot signs.

Roll Call: AYES: Bernstein, Fach, Greene, Kieffer, Lincoln, Painter, Renner
NAYS: None

The motion carried.

13C-0237 – DISCUSSION AND POSSIBLE ACTION ON RENEWAL OF GARBAGE AND RECYCLING CONTRACTS WITH MONTGOMERY TRUCKING

Motion: Greene moved, seconded by Bernstein, to approve the renewal of the Garbage and Recycling Contracts with Montgomery Trucking.

Discussion: Lincoln questioned if they would ever consider having a drop off area for larger recycling items. Montgomery advised that is something that could be discussed.

Roll Call: AYES: Fach, Greene, Kieffer, Lincoln, Painter, Bernstein, Renner
NAYS: None

The motion carried.

13C-0238 – DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF BIDS FOR UNIT PRICES ON VARIOUS INFRASTRUCTURE WORK

Motion: Fach moved, seconded by Kieffer to accept the bids for unit prices on various infrastructure work.

Discussion: None.

Roll Call: AYES: Greene, Kieffer, Lincoln, Painter, Bernstein, Fach, Renner
NAYS: None

The motion carried.

13C-0239 – WARRANTS

Motion: Greene moved, seconded by Fach, to approve the Warrants as presented, item 13C-0239 as presented with the addition of a Warrant to Sherwin-Williams in the amount of \$675.73 for pool maintenance.

Discussion: None.

Roll Call: AYES: Kieffer, Lincoln, Painter, Bernstein, Fach, Greene, Renner
NAYS: None

The motion carried.

13C-0240 – ALDERPERSONS’ COMMENTS

Trash Container – Fach stated the trash container in the parking lot across from the Steamboat Guest House has not been picked up for several weeks.

City Hall Relocation – Kieffer stated he is happy to see we are moving ahead with the City Hall project. Painter agreed stating it is exciting looking forward to getting City Hall moved and the Police Department upstairs.

Rec Park Softball – Lincoln advised he had the opportunity to attend the inaugural night of softball at Rec Park. All went well. They have four teams this year. He heard in excess of 50 comments on how good it is to see the park being used.

Recycling – Painter stated it looks like the bike race people made great efforts to have recycling containers. She was pleased to see that and hopes to move towards getting all large events to use recycling. Bernstein agreed.

Website – Bernstein commended city staff on the new website. It will provide a great service to the community.

Council Table – Bernstein advised she discovered today that the council table will be moved to the new city hall with a little restoration work. She commended whoever decided a little restoration work would do.

13C-0241 – CITY ADMINISTRATOR’S REPORT

Website – Moran advised there is a section on the new website where people can make reservations for pavilions at the parks as well as Turner Hall. Moran thanked all for their patience in waiting for the new websites arrival and noted it is still on going.

13C-0242 – MAYOR’S REPORT

City Hall Project – Mayor Renner stated he is glad we are moving ahead with the City Hall project.

Ball Diamond – Renner advised he too has heard good reports on the use of the ball diamond as well as the pool and the pavilions.

12C-0243 – MOTION FOR EXECUTIVE SESSION

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

- Employee hiring, firing, compensation, discipline and performance, Section 2 (c) (1)
- Review of Executive Session Minutes, Section 2 (c) (21)

Discussion: None.

Roll Call: AYES: Kieffer, Lincoln, Painter, Bernstein, Fach, Greene, Renner
NAYS: None

The motion carried.

The meeting recessed at 7:12 p.m.

The meeting reconvened at 7:41 p.m.

The following action was taken following Executive Session.

Motion: Lincoln moved, seconded by Greene, to fill the position of Zoning Administrator with Matt Oldenburg at a salary of \$46,500.

Discussion: None.

Roll Call: AYES: Fach, Greene, Kieffer, Lincoln, Painter, Bernstein, Renner
NAYS: None

The motion carried.

Motion: Lincoln moved, seconded by Painter, to increase the Building Officials salary from \$48,328 to \$54,000.

Discussion: None.

Roll Call: AYES: Greene, Kieffer, Lincoln, Painter, Bernstein, Fach, Renner
NAYS: None

The motion carried.

Motion: Lincoln moved, seconded by Bernstein, to increase the Administrative Assistants pay from \$14.34 per hour to \$15.35 per hour.

Discussion: None.

Roll Call: AYES: Kieffer, Lincoln, Painter, Bernstein, Fach, Greene, Renner
NAYS: None

The motion carried.

13C-0245 - ADJOURNMENT

Motion: Lincoln moved, seconded by Kieffer, to adjourn.

Discussion: None.

Roll Call: AYES: Lincoln, Painter, Bernstein, Fach, Kieffer, Greene, Renner
NAYS: None

The motion carried.

The meeting adjourned at 7:43 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

CITY OF GALENA, ILLINOIS

312 ½ North Main Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: June 3, 2013

RE: Stillman Liquor License Request

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

In accordance with your vote at the May 28 council meeting, I have prepared the attached ordinance amendment to make small inns eligible for the Class P liquor license. This change was proposed by Dave and Bernadine Anderson, owners of the Stillman Inn.

If the ordinance is approved, the Stillman Inn would obtain the Class P license and should be refunded the difference between the Class D and Class P annual fee. The license fee for the Class P is \$625 annually compared to \$1,125 annually for the Class D.

Please let me know if you have any questions.

Ordinance # 13-_____

AN ORDINANCE AMENDING CHAPTER 111 "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF GALENA

WHEREAS, the City of Galena is a municipal corporation operating under the laws of the State of Illinois; and

WHEREAS, the City desires to expand to small inns the applicability of the Class P liquor license which permits the sale of alcoholic beverages, for consumption at meetings, gatherings, receptions, conventions and special events, on the premises of a hotel where the hotel does not have a restaurant or bar on the property.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Galena, Jo Daviess County, Illinois, as follows:

SECTION I: Chapter 111.20 of the Code of Ordinances shall be amended as follows:

Class "P" license shall authorize the retail sale or delivery of alcoholic liquor for consumption (but not resale in any form) on the premises at meetings, gatherings, receptions, conventions and special events, of a hotel ***or small inn*** that does not have restaurant or bar facilities. Sales of alcoholic liquor pursuant to this license shall be incidental to the lodging services provided by the hotel ***or small inn***. It shall be unlawful for such licensee to sell alcoholic liquor for consumption on or off the premises between the hours of 1:00 a.m. and 6:00 a.m., except New Year's Day, in which case no sales shall not be made between the hours of 2:00 a.m. and 6:00 a.m. The annual license fee for the Class "O" license shall be set by the City Council from time to time.

SECTION II: All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby repealed.

SECTION III: This ordinance shall be effective on the date of passage.

SECTION V: Passed on this ____ day of _____, A.D., 2013, in open Council.

AYES:

NAYS:

TERRY RENNER, MAYOR

ATTEST:

MARY BETH HYDE, CITY CLERK

CITY OF GALENA, ILLINOIS

312 ½ North Main Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

A handwritten signature in black ink, appearing to read "Mark Moran", is written over the name in the "FROM" field.

DATE: June 20, 2013

RE: Parking Control Software Agreement

In 2008 the city purchased new parking enforcement equipment and software from Citation Management, a division of Professional Account Management (PAM). The software is used to record and track all parking violations in the field. Professional Account Management hosts the database of all tickets. Our five-year agreement with PAM is set to expire on July 8. I am writing to request your authorization to renew the agreement for a three-year period.

The only ongoing cost of the agreement with PAM is a \$.78 per ticket fee we pay for each ticket processed. This fee covers the hosting and maintenance of the database and entitles us to software support and upgrades as available.

Importantly, we have negotiated a free training session into the contract renewal. Our new Parking Control Officer, Kim Oellerich, will complete training to learn the parking enforcement software system.

I recommend renewal of the contract with Professional Account Management.

AMENDMENT NUMBER ONE to AGREEMENT for PROCESSING and COLLECTING PARKING CITATIONS

The City of Galena, an Illinois Municipal Corporation (City) and Professional Account Management, LLC (Contractor) have entered into the Agreement For Parking Citation Processing Software made effective July 9th, 2008 (Agreement). This amendment (Amendment No. 1) to the Agreement is made effective the 1st day of July, 2013 (Effective Date) by and between the City and the Contractor. Both City and Contractor may be referred to herein individually as Party or collectively as Parties.

WHEREAS, the City wishes to continue to receive products and services under the Agreement and the Contractor wishes to continue to provide products and services thereunder; and

WHEREAS, the Parties wish to amend the Agreement to include certain changes documented herein.

NOW, THEREFORE, the Parties agree as follows:

1. The language in Article IV – TERM OF AGREEMENT 4.2 AUTOMATIC RENEWAL shall be struck and replaced with the following language;

“The term of the Agreement automatically renews for one (1) three (3) year period and may be further extended by mutual agreement of the Parties.”

2. Contractor shall provide one-time, formal training at City on Auto ISSUE and Auto PROCESS.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Parties’ authorized representatives have executed this Amendment as of the dates last set forth below.

CITY OF GALENA, ILLINOIS

Signature:

Printed Name:

Title:

Date:

PROFESSIONAL ACCOUNT MANAGEMENT. LLC

Signature:

Printed Name:

Title:

Date:

AGREEMENT FOR PARKING CITATION PROCESSING SOFTWARE

This Service Agreement is made by and between **Citation Management, a division of Professional Account Management LLC, a Duncan Solutions Company** hereinafter referred to as "Contractor" and **The City of Galena, IL**, hereinafter referred to as "City" and entered into this 9th day of July, 2008. The parties intend by this Agreement for the Contractor to provide parking citation processing software to enable the City to process fines, penalties, and forfeiture thereof, in connection with the issuance of citations for parking violations, and the collection of delinquent parking fines and penalties pursuant to the laws of the State of Illinois. In the furtherance of this purpose, the parties do hereby agree to the following terms and conditions:

ARTICLE I - PROCESSING

1.1 COMPUTER PROGRAMS AND HARDWARE

Contractor will provide all the computer programs, written procedures and other supporting items used in carrying out the purpose of this Agreement. City is purchasing hardware/ equipment for this Agreement and will be the owner of the hardware upon approval of installation. The Contractor shall be responsible for the warranty and maintenance of all the hardware and software including the AutoCITEs and other computer equipment listed on Exhibit A during the first year of the term of this Agreement. The City is responsible for any damage, loss, and/or theft of any/all computer hardware, software, and/or equipment used by the City at the City location. The City will provide insurance coverage for such equipment as described herein.

1.2 BASE PROCESSING

Citations issued by the City (AutoCITE or manual) will be entered onto the Computer System and cleared upon payment or other disposition. City will process requests for Registered Owner information and they will be sent to the appropriate Departments of Motor Vehicles (DMV). The Notice of Illegal Parking (NOI) will be generated by the City and sent to the Registered Owner and the penalty or fine amount requested. Return payments will be made directly to the City. Once the citations have been entered into the system, it will be the

City's responsibility to complete all the processing required by the Agreement.

1.3 NOTICE GENERATIONS AND MAILING

The Notice of Illegal Parking (NOI) will be generated by City and mailed by the City to the Registered Owner requesting the penalty and/or fine amount due. Postage for the notices will be paid by the City. Return payments will be made directly to the City. The City will complete all collections and banking activity.

1.4 COMPUTER SYSTEM

Contractor will provide City with Internet inquiry capability at the City location for inquiry into the system for retrieval of parking citation information. This capability will be in the form of **three (3)** named user licenses installed at the City location. The City will be responsible for all connection and/or line costs. Contractor shall provide minimum requirements of City's computers, software, firewalls, ports and equipment to City for operation of Contractor-provided hardware and software. City shall be responsible for ensuring minimum requirements are met and Contractor shall then be responsible for ensuring compatibility with City systems.

1.5 SERVICE OPTIONS

Written and signed purchase orders to provide AutoCITE Computers must be issued by the City before such equipment is provided. Contractor shall assure timely delivery of AutoCITE computers.

ARTICLE II - GENERAL

2.1 CONTRACTOR LIMITATIONS

Contractor may not do any of the following without City's prior approval in writing:

- (a) Take any legal action;
- (b) Threaten any legal action; or
- (c) Make any communication, oral or written, regarding potential legal action; or
- (d) Disclose any information regarding driving records or registration information which is in violation of the provisions of the laws of the State of Illinois.

2.2 TAXES AND FEES

The Contractor will meet any City requirements for a Business License, Local or State Sales or Use Taxes. The Contractor will pay these taxes or fees when required.

ARTICLE III - COMPENSATION

The City shall compensate the Contractor for services according to the Schedule of Fees attached hereto as Attachment "A" and the terms of this Agreement.

3.1 PROCESSING SERVICES

For the provision of the parking citation processing software described in Article I, the City will pay the Contractor the rate set forth on the Schedule of Fees, Attachment A, for each parking citation entered to the system, regardless of the ultimate disposition or processability of such citation. No extra processing charge shall be made for a citation determined to be unprocessable. Out-of-State Collection Services, Special Collection Processing Services and any other follow-up services are in addition to regular processing as described in the Schedule of Fees. The contingency fees are only for delinquent Out-of-State Collection Services, delinquent Special Collection Processing Services and/or any other delinquent follow-up services and are not for citations in those categories which are paid prior to referral for Collection Services.

3.2 BILLING AND PAYMENT PROCEDURES

Contractor shall provide the City on a monthly basis with a statement and fee analysis that accurately reflects the fees earned during the preceding period. The City shall either approve or reject the statement and fee analysis. If these documents are approved, the City will remit the fees applicable to the Contractor by the end of the month following the month referenced in the fee statement. If these documents are rejected by the City, Contractor will be notified, and both parties shall use their best efforts to resolve the disputed items.

3.3 CONSUMER PRICE INDEX ADJUSTMENTS

The Contractor will be entitled to annual cost of living adjustments beginning on the first anniversary of this Agreement, based on the Milwaukee Area Consumer Price Index (CPI). This increase shall be automatic and effective

upon the anniversary each year of the Agreement.

ARTICLE IV - TERM OF AGREEMENT

4.1 PERIOD OF PERFORMANCE

The Period of Performance under this Agreement shall be for five (5) years and shall commence upon the approval as attested by the signing by the City and the Contractor.

4.2 AUTOMATIC RENEWAL

The term of the Agreement will then be automatically renewed annually for additional one (1) year periods by the mutual agreement of both parties, after the initial five (5) year period.

4.3 PRICE INCREASES

The Contractor may request other price increases, thirty (30) days prior to the anniversary date of the Agreement. Any increase in price for this Agreement including CPI in paragraph 3.4, shall require prior written approval by the City.

4.4 TERMINATION

This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days written notice to the other party, after five (5) years from the date of execution of the Agreement. This Agreement may be terminated upon the failure of either party hereto to fulfill any of its obligations under this Agreement provided that the party aggrieved by such default has given to the other party written notice of such default and, for a period of ninety (90) days from the date of such notice, and the defaulting party has failed or refused to remedy such default.

4.5 COMPENSATION

Upon termination of this Agreement, Contractor shall be compensated for parking citations issued through the date of termination of the Agreement.

4.6 APPROPRIATION CLAUSE

This Agreement shall be subject to the availability of an appropriation by the **City of Galena** in each fiscal year; provided, however, that (i) the **City of Galena** and agrees to use its reasonable best efforts to obtain such appropriation in its budget, and (ii) that in the event the **City of Galena** fails to obtain an appropriation for the services described herein, the **City of Galena** covenants and agrees that it

will not permit any other person or entity to provide the same or similar products or services.

ARTICLE V - CONFIDENTIALITY

5.1 MATERIALS CONFIDENTIAL

All reports, information, data files and tapes furnished or prepared by the Contractor, its sub-contractors, successors or assigns (to the extent hereinafter allowed) for the purpose of transmittal to the City pursuant to this Agreement are confidential.

5.2 CONSENT REQUIRED FOR DISCLOSURE

No report, information, data files, or tapes furnished or prepared by the Contractor or its sub-contractors, successors or assigns, shall be made available to any individual or organization without the prior written approval of the City, other than individuals or organizations who are reasonably necessary to effectuate the terms and conditions of this Agreement or as required by State law.

ARTICLE VI - CLAIMS AND ACTIONS

6.1 REASONABLE ASSISTANCE OF CONTRACTOR

In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, the Contractor shall render any reasonable assistance and cooperation, which the City might require.

6.2 CITY COOPERATION

In the event any claim or action is brought against the Contractor relating to the Contractor's performance of services rendered under this Agreement, the Contractor shall notify the City, in writing, within five (5) days, of said claim or action. City shall render any reasonable assistance and cooperation that the Contractor might require.

6.3 INDEMNIFICATION BY CONTRACTOR

Contractor agrees to indemnify and hold City harmless against any and all liability, costs, and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of acts of the agents, servants, employees, successors, or assigns (to the extent hereinafter allowed) of the Contractor during the term of this Agreement. This clause will be limited to the

term of the Agreement in effect at the time the failure to appropriate occurs.

6.4 INDEMNIFICATION BY CITY

City agrees to indemnify and hold Contractor harmless against any and all liability, costs, and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of acts of the agents, servants, employees, successors, or assigns (to the extent hereinafter allowed) of the City during the term of this Agreement.

6.5 INSURANCE

Contractor shall, at its expense, provide general public liability insurance, in an amount not less than \$1,000,000.00, with the City named as an additional insured, and with the insurance carrier and form of policy subject to approval by the Legal Counsel of City. Contractor shall provide a certificate of insurance, showing the City, its officers and employees, as an additional insured, with a provision that the policy shall not be canceled or terminated except upon thirty (30) days prior written notice to City. Upon request by City, Contractor shall furnish the original or a copy of such insurance coverage, which shall be maintained at all times during the term of this agreement. In addition to the said liability insurance, Contractor shall provide and maintain workers' compensation insurance as required by law and shall furnish a certificate to the City showing such coverage in effect. Contractor will provide confirmation of annual paid premiums upon request.

ARTICLE VII - SUB-CONTRACTING AND ASSIGNMENTS

7.1 SUB-CONTRACTING

Contractor is authorized to engage sub-contractors at the Contractor's expense. Contractor shall notify City of the name, address, and other personal information reasonably requested by City regarding any proposed sub-contractor, within 24 hours after Contractor retains said services. If City disapproves of the use of such sub-contractor, Contractor shall immediately cease to use same on City's account. This approval by the City may not be unreasonably withheld.

7.2 ASSIGNMENTS

This Agreement may not be assigned without the prior written consent of the City.

ARTICLE VIII - INDEPENDENT CONTRACTOR

8.1 CONTRACTOR'S RELATIONSHIP

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. Personnel performing services under this Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the City. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither Contractor nor any agent or employee of Contractor shall obtain any right to retirement benefits or other benefits that accrue to employees of the City, Contractor hereby expressly waives any claim it might have to such rights.

8.2 EQUAL OPPORTUNITY EMPLOYER

Contractor is an Equal Opportunity Employer and does not discriminate in the hiring, firing, or other employment practices engaged in by it.

ARTICLE IX - ENTIRE AGREEMENT

9.1 INTEGRATED AGREEMENT

This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally, and no modification or any claim of waiver of any of the provisions shall be effective unless in writing and signed by both parties.

9.2 COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to comply with all laws within the State of Illinois governing the conduct of business, including but not related to laws pertaining to licenses, taxes, corporate regulations, and collection practices.

9.3 GOVERNING LAW

City and Contractor agree that the law governing this Agreement shall be that of the State of Illinois.

9.4 NOTICES TO PARTIES

Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage paid, first-class, a notice addressed to the following:

Contractor:
Professional Acct. Mgt. LLC
633 W. Wisconsin Ave
Suite 1600
Milwaukee, WI 53203

City:
City of Galena, IL
312 N Main St
Galena, IL 61036

WHEREFORE the parties hereto have entered into the Agreement on the day and year first hereinabove written. The agreement is to be prepared in duplicate and after acceptance by the City; a duplicate copy shall be forwarded to the Contractor.

Professional Account Management LLC:

By: [Signature]
Title: City Administrator

City of Galena, IL:

By: [Signature]
Title: Sr. Vp - Operations

**ATTACHMENT A
SCHEDULE OF FEES**

The processing fee per citation for the period of this Agreement will be based on the following options:

RATE PER CITATION ISSUED:

\$0.75 (Seventy-five cents) per citation issued will be the initial processing fee subject to CPI increases as described in Section 3.3 of the Agreement. Fee is applicable for parking citations generated by handheld computers and/or electronically transferred to the Citation Management Processing Software, and for manual parking citations entered into the citation master file.

***AutoCITE COMPUTERS: (Parking)**

- (1) AutoCITE Series X3
- (1) USB Charger Unit
- (1) Desktop PC (monitor, keyboard, mouse and cables included)
- (1) Laser Printer
- Implementation / Training
- AutoISSUE Software
- AutoCITE Citation Ticket Stock
- Small White Envelopes
- Full Maintenance (1st year of this Agreement)

*The equipment described above in AutoCITE Computers will be purchased under separate purchase order and is not included in the per citation rate noted above. The cost for the initial equipment order will be for \$17,900 for AutoCITE and associated equipment and \$2981.60 for citation and envelope ticket stock.

Note: Ticket and envelope stock as well as Maintenance and Warranty support will be provided as part of initial implementation and then be billed annually for term of the Agreement.

OUT-OF-STATE FOLLOW-UP COLLECTION PROCESSING:

The fees for Out-of-State citation follow-up collection processing shall be thirty five percent (35%) of the revenue received on Out-of-State citations that become delinquent, and 80 days has passed since the issue date. The Contractor will require that the City execute a standard collection services agreement before undertaking any collection processing.

DELINQUENT IN-STATE FOLLOW-UP COLLECTION PROCESSING:

The fees for In-State citation follow-up collection processing shall be thirty five percent (35%) of the revenue received on In-State citations that become delinquent, and 80 days has passed from the issue date. The Contractor will require that the City execute a standard collection services agreement before undertaking any collection processing.

DATA CONVERSION:

Conversion of data files that meet our conversion file standards will not incur any additional charges. Custom programming required to convert data files that do not meet our conversion file standards will be charged at \$150.00 per hour.

SYSTEM ENHANCEMENTS

System enhancement or customization requests will be billed at the rate of \$150 per hour.

MEMORANDUM

TO: Honorable Mayor Renner, City Council and City Administrator, Mark Moran

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: June 20, 2013

RE: Two County Zoning Requests:

By Stephen Walker, 106 N Main Street, Galena IL Request for Rezoning from an RP Planned Residential District to PD Planned Development Mixed District to allow for a Recreation and Entertainment Outdoor Venue. This property is within the 1.5 mile extraterritorial jurisdiction of the City of Galena. The legal description of the property is part of Sections 27&28, Township 28 North, Range 1 East of the Fourth Principle Meridian, East Galena Township, Jo Daviess County, IL containing 66.89 acres more or less. Property is commonly known as 1300-1301 North Irish Hollow Road, former location of Fried Green Tomatoes and the County Poor Farm.

By Carl Schoenhard, 8970 W Stagecoach Trail, Galena IL Request for a Special Use Permit to allow for a single family residence in the AG Agricultural District on a lot less than 40 (40) acres, with a variation in the lot size requirement and one lot subdivision. The property is located within the 1.5 mile extraterritorial jurisdiction of the City of Galena. The legal description of the property is part of Parcel 1 of the Plat of Survey of "Chippewa Acres" in parts of the Southeast and Southwest Quarters of Section 9, Township 28 North, Range 1 East of the Fourth Principle Meridian, Rawlins Township, Jo Daviess County, IL containing 1.37 acres more or less. Property is commonly known as 9641 N Buckhill Road, Galena.

The City of Galena Zoning Board of Appeals reviewed these requests for rezoning and special use permit at their regular meeting (rescheduled from June 12 due to inclement weather) on June 19, 2013.

In forming their recommendations, the Zoning Board took into consideration the City's Contiguous Growth Area Map and the Comprehensive Plan.

Regarding Mr. Walker's request, the Zoning Board of Appeals voted to forward a recommendation to the City Council to object to the rezoning based on the following:

- The proposed concept does not fit in with the residential and agricultural nature of this and surrounding properties.

- The proposed Concept Plan material lacks an impartial impact study of the direct and indirect effects on the City of Galena.

The Zoning Board of Appeals Recommendation:

The City of Galena Zoning Board of Appeals recommends to the City Council that a resolution be sent to the County Zoning and Planning Commission and to the County Board that the City objects to rezoning of this property for the reasons listed above that support this decision.

State Statute (55 ILCS 5/5-12014) states that if land to be rezoned lies within 1 ½ miles of the limits of a zoned municipality and a resolution by the corporate authorities to object is filed with the County Clerk, the rezoning shall not be passed except by the favorable vote of ¾ of all members of the County Board.

Regarding Mr. Schoenhard's request, the Zoning Board of Appeals voted to forward a recommendation to the City Council to approve the request for Special Use Permit based on the following:

- The residence is already established and is in proximity to other established single family residences on that street.

The Zoning Board of Appeals Recommendation:

The City of Galena Zoning Board of Appeals recommends to the City Council that a resolution be sent to the County Zoning and Planning Commission and to the County Board that the City approves to allow Special Use Permit of this property for the reason listed above that support this decision.

Jo Daviess County Building & Zoning

Linda Delvaux, Building & Zoning Administrator
1 Commercial Drive, Suite 1, Hanover, IL 61041
Telephone: (815) 591- 3507 or (815) 591-3810
Fax: (815) 591-2728
e-mail – buildingandzoning@jodaviess.org

CONCEPT PLAN CHECKLIST

Project Name (if applicable): The Poor Farm Music & Arts Festival

Parcel Identification Number(s): 43-06-000-230-00 & 43-06-000-320-09

Location (1/4 Section, Township, Range): SW 1/4 NW 1/4 SW 1/4, sec. 27, T 28, R1

Current Zoning: R-1

Proposed Zoning: Planned Development (MXD)

Owner(s): Stephen Walker, Dale Grabau

Address: 106 North Main Street, Galena, Illinois 61036

Applicant/Authorized Agent: Stephen Walker

Address/Telephone #: 106 North Main Street, Galena, IL 61036 815-777-1218

Surveyor/Engineer: Steven Schmidt/MSA 815-777-9333

Address/Telephone #: 9567 U.S. Route 20 West, suite104, Galena, IL 61036

Fourteen (14) copies of a "Concept Plan" must be submitted. The "Concept Plan" must be clearly labeled as such and may be any scale so long as the scale is an increment of ten feet (10') or one hundred feet (100'), shall be on a not larger than 30" x 36" sheet, folded to approximately nine inches by twelve inches (9" x 12") and shall contain the following information:

- The boundary and dimensions of the site.
- Existing interior and adjacent road/street rights-of-way, railroad rights-of-way, and/or easements of any kind.
- Existing structures on the site

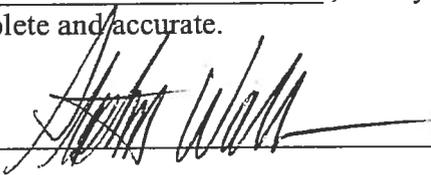
- Existing and proposed zoning of subject property.
- A note describing the proposed use of the site.
- Existing land use(s).
- Areas shown on the Jo Daviess County, Illinois *Flood Insurance Rate Maps* as being in "Zone A" or "Zone AE".
- Low areas subject to occasional over-flow flooding, sheet flooding or ponding.
- Wetlands (refer to the *U.S.D.A. Preliminary Wetlands Inventory* available from the Jo Daviess County Field Office of the U.S. D. A., Natural Resources Conservation Service).
- General surface water drainage patterns, drainage divides, and high and low elevation sites.
- Names of adjacent subdivisions and owners of adjacent property.
- Zoning on adjacent property.
- A notation indicating whether or not the site is located within 1.5 miles of an incorporated city or village.
- Any political boundaries on or adjacent to the subject site (i.e. corporate, township, school district, etc. boundaries) and a list of all known taxing districts the parcel falls under.
- Parks, preserves and/or public open spaces within 200 feet of the site.
- Any proposed dedications/reservations for open space, natural area, historic building(s)/structure(s), and stormwater management facilities.
- Proposed sketch layout of roads/streets (with right-of-way widths).
- Proposal for water source and sewage disposal.

The "Concept Plan" shall be accompanied by the following supporting documents/information:

- Evidence of ownership, or proof of legal interest in, the subject property.
- Natural Resource Inventory Report from the Jo Daviess County Soil & Water Conservation District, if applicable. (14 copies)

- A completed "Concept Plan Checklist".
- A completed map amendment or special use permit application. (14 copies)
- Legal Description – complete legal description applying only to the parcel being zoned.
- Application Fee
- Any other information requested by the Zoning Officer.

I, Stephen Walker, certify that all information presented herewith is complete and accurate.

Signature of Applicant  Date 5/17/2013

Notice to Applicants:

The intent of the "Concept Plan" is to provide information to help both the applicant and the Jo Daviess County review agencies/decision makers evaluate the feasibility of a proposed land use change according to development plans, policies, existing and projected development activities, and zoning and/or subdivision regulations.

The "Concept Plan" should encourage the discussion of basic problems and questions related to the proposed land use change prior to approval and expenditure of funds for detailed development plans by the applicant.

The information required of a "Concept Plan" is such that applicants may prepare a "Concept Plan" at little or no cost. If technical assistance is needed by an applicant in preparing a "Concept Plan", an applicant may also choose to have a "Concept Plan" prepared by a surveyor, engineer, land planner or architect.

APPLICATION FOR REZONING (Map Amendment)

Owner (All beneficiaries if property is held in a land trust. All stockholders holding over 20% of the stock if owner is a corporation.)

Name: Stephen Walker, Dale Grabau, The Poor Farm Music & Arts Festival LLC

Address: 106 North Main St., Galena, IL Phone: 309-269-5341

Petitioner if other than Owner:

Name: _____

Address: _____ Phone: _____

Contract Purchaser or developer if other than Owner:

Name: _____

Address: _____ Phone: _____

Subject Property:

1. Common address: 1301 North Irish Hollow Road, Galena, IL 61036

2. Describe location: SW 1/4 of Sec. 27, T 28 N, R1 E., 4th principal meridian
East Galena Township, JoDaviess County, IL

3. Acreage or dimensions: 69.48

4. Parcel Identification Number (found on tax bill) 43-06-000-230-00&43-06-000-320-09

5. Brief legal description: SW 1/4, NW 1/4, SW1/4, section 27, Township 28 North,
Range 1 East, JoDaviess County, IL

6. Attach legal and site plan/aerial photo/preliminary plat if subdividing/other submissions.

7. Present zoning: R-P Planned Residential

8. Requested zoning: PD, Planned Development District

9. Describe new use and state reasons in support of zoning change: (See Attachment)

(Attach additional pages if needed)

10. Describe surrounding parcels, uses and effects of zoning change on these properties. See Attachment

I hereby swear that the information given herein is true and complete.

[Signature]
Petitioner/Applicant

Petitioner/Applicant

Signed and sworn to before me this 17 day of May, 2013

[Signature]
Notary Public



- *Submit evidence of Title (Deed or Title Insurance Policy).
- *Submit photos if appropriate.

**The Poor Farm Music & Arts Festival
(Zoning Application Response to #9 and #10)**

9

The Poor Farm LLC, (TPF) plans to operate events to include approximately 20 musical concerts, arts and craft shows, car shows, and other family oriented special events. Other special family events may include: lumberjack competition, BMX bicycle races, Boy and Girl Scouts of America jamborees among many others. The Jo Daviess County Poor farm has a rich, historical significance and TPF management wants to incorporate as much of the County Poor Farm historical reference into its branding and marketing as possible.

Time of Operation

TPF plans to operate between June and October annually. The larger musical events will be held Saturday's in the early afternoon before dusk. Smaller day events like car shows, arts and craft shows, and other events will be coordinated throughout the week as schedules demand. TPF does not plan to operate any events after dusk and plans to have all patrons off the property by 10:00 p.m. during summer events.

TPF contracts with hundreds of different vendors to support the various types of events that are produced. Approximately 30 camp sites are being proposed to accommodate the vendors who travel in RV's and truck and trailer to the site and need to have a place to park and stay overnight. The campground is not being proposed for open public use.

The Poor Farm Music and Arts Festival Safety Guide

TPF management strongly believes that the most important operational aspect is the safety of its patrons. The safe entrance and egress, movement about the property, and all aspects of the safe use while on the Poor Farm property is management's highest priority. The following are highlights of TPF's safety protocol, the HSE guide is the health and safety standard used to guide TPF management and contractors when planning all events. (First published as Guide to health, safety and welfare at pop concerts and similar events 1993 ISBN 0 11 341072 7, Second edition published 1999 ISBN 0 7176 2453 6).

- 1.) The guide serves as management's organizational reference to help us run events safely. We have the primary responsibility for protecting the health, safety and welfare of everyone working at, or attending an event.
- 2.) The guide brings together information needed by event organizers, their contractors and employees to help them satisfy the requirements of the Health and Safety at Work etc Act 1974 (HSW Act) and associated regulations. It will also enable organizers to understand the needs of others concerned with events, such as the local authority and emergency services, with whom they will need to co-operate.

3.) The guide makes clear what is required and why it is necessary or sensible to do this. The guide does not replace the need for event organizers to seek advice from other sources and particularly for consultation with local authorities and emergency services.

4.) As well as event organizers, others will find the guide useful, e.g. local authorities, health and safety enforcement officers, emergency services, contractors and subcontractors working at the event. The guide provides basic standards and safety measures through which it is hoped to encourage a consistency of approach while leaving scope for flexibility, taking into account the nature and size of the event.

Applying the guide to event types

1.) The guide is based on the principles of health and safety management and risk assessment. These acknowledge that each event will be different and will require a particular configuration of elements, management, services and provisions.

2.) The guidance offers useful suggestions for many types of music event that take place at a variety of venues such as purpose-built arenas, sites not designed for public entertainment, open-air stadium, parks and green field sites (TPF venue type).

3.) The type of musical event will vary and include; classic rock, country, traditional, contemporary, blues, and jazz. Events vary in size and complexity from a concert of 500 local residents, to a larger festival lasting several days and attracting in excess of 2,500 visitors, the maximum capacity for the venue. All are covered by legal requirements, but the arrangements that may be needed will vary according to the event.

Irish Hollow Road Traffic Control Procedures include but are not limited to the following;

1.) Provide optimal safety and protection for workers on site, and to safely expedite traffic flow through the two main entrances and exits along Irish Hollow Road.

2.) Provide motorists with clear, positive guidance while approaching the entrances and exits while equipment or traffic is entering or exiting the property. Only the police or someone under their direction can legally undertake traffic regulation on a public highway. Consultation is therefore essential to secure the appropriate provision of resources. Stewards directing traffic on site should have suitable personnel protective equipment such as high-visibility clothing and weather protection. Stewards should receive traffic marshalling training, e.g. safe positioning of the marshal and awareness of visibility problems for drivers of reversing vehicles. Make sure that there is suitable and sufficient communication between on-site and off-site traffic marshalling regarding temporary one-way systems, etc. Also, provide adequate numbers of stewards to manage the traffic flows and deal with the parking of vehicles.

3.) Design field work to minimize construction time, and public inconvenience.

4.) All workers within work areas during development shall wear high-visibility clothing, visible for 1000' minimum distance.

5.) Coordination of the need for physical traffic control on Irish Hollow Road with the Sheriff's Department for certain events will be planned accordingly and Sheriff Department personnel if available or privately hired personnel will be trained to provide appropriate guidance for incoming and outgoing traffic for events. Event capacity for the musical events which are held twice per month June through October (twenty times per year) is 800 cars. Events are open for patrons three to four hours before an event begins and close two to three hours after an event is over. Patrons are encouraged to come early and stay around after shows to minimize the traffic impact for short durations. There may also be a number of tour buses and motorcycles per event.

6.) Maximize the use of the two available entrances to the property to quickly move traffic off of Irish Hollow Road and into the venue.

Sound Assessment

TPF management is fully responsible for managing sound in the audience area, and surrounding community. Steps necessary to ensure that the sound levels likely in the audience area are within standardized values, 100 to 110 dB maximums. The arrangements for monitoring and control of sound levels during the event, the positioning, array, type and specification of the loudspeakers making up the sound system, have very significant benefits in aiding the control and management of noise levels both in terms of the music noise and vibration levels at the venue and outside in the nearby community. Steve Walker TPF's manager has conducted a sound study at the proposed staging site on The Poor Farm Music and Arts Festival property. The proposed sound system positioning is southeast directionally from the staging area. During the summer months wind is predominantly South, Southwesterly which acts as a natural barrier to sound carry. Sound systems are configured to point downward into the natural grass amphitheater which rises approximately 40' from the stage area to the top of the natural grass amphitheater. Mr. Walker ran a 250 watt sound system continuously for 90 minutes at 100 to 110 dB level readings at the proposed staging site. There was less than five mile an hour wind breezes. Mr. Walker then measured decibel levels at the surrounding neighbor's properties. The decibel readings were as followed;

Vincent and Mabel Schmitt - 4.35 acre home site - 1110 ft. from stage, the Schmitt's property is positioned 180° opposite sound directionally. Decibel readings were 40 to 50 dB.

Danny and Cari Hulscher - Ag land and home site - 1180 ft. from stage, the Hulscher's property is positioned 180° opposite sound directionally. Decibel readings were 35 to 45 dB.

Frank Budrick - Lot 7 Cottonwood Estates 6.29 Acre residential lot and James Drapeau, Lot 6 of Cottonwood Estates, a 4.86 acre residential lot. The nearest home site is 1250

feet from the stage, in-line with sound directionally. Decibel readings were less than 40 dB, barely audible.

George and Charlotte Kennedy - home site is located approximately 2400 feet from the stage, in-line with sound directionally. Decibel readings were less than 40 dB, barely audible.

Ambrose Virtue - 0.7 acre home site - home site is approximately 710 feet from the stage, in-line with sound directionally. Decibel readings were 55 to 65 dB, audible.

Andrew W. Velo - 13.75 acre home site - home site is approximately 2200 feet from the stage, 180° opposite sound directionally. The will readings were less than 35 dB, barely audible.

Kyle and Karen Marsden 46 acre home site and ag parcel - home site is a proximally 2950 feet from the stage, in-line with sound directionally. The will readings were less than 35 dB barely audible.

Todd and Donna Walvert home site is over 2400 feet from the stage. The readings were less than 40dB.

Audience Management

The safety and enjoyment of people attending an event will depend largely on the effective management of the crowd. Crowd management, however, is not simply achieved by attempting to control the audience, but by trying to understand their behavior and the various factors which can affect this. It is necessary to put a complete system into practice rather than attempt to control certain elements of obvious concern, without understanding the underlying issues. In addition to the aspects covered, many other factors in the design and planning of the event will have a bearing on crowd management, such as:

- Design of the venue to allow good entry and exit and to allow for crowd movement within the venue
- Audience capacity
- Provision of adequate facilities for refreshments, sanitary requirements, etc.
- Clear, effective means of communication with the audience
- Audience profile and crowd dynamics

Two important aspects to be considered in crowd management are: audience profile and crowd dynamics. TPF's audience profile is age 35 through 65. Because of the entertainment events that are designed as a part of the TPF venue; country music, classic rock 'n roll, blues, jazz and other family oriented events, crowd dynamics are very favorable compared to other types of "concert/entertainment" events. TPF management will not consider Rap, Acid, Hard Metal, or any other entertainment that it feels would not meet the interest of the venue and community that affect safety and age demographics.

ADA Accessibility

TPF venue design allows for people with special needs to have adequate access to parking, restroom facilities, audience viewing areas, and vending areas. Information with respect to arrangements to accommodate patrons with special needs can be found on the TPF web site or by calling and making arrangements with TPF management.

Major Incident Response Planning

TPF management is constantly evaluating various types of event risk. Event risk assessment includes;

- Topography
- Fire/explosion
- Terrorism
- Structural failure
- Crowd surge/collapse
- Lighting or power failure
- Weather, e.g. severe heat/cold/rain

Preparation of major incident plans include;

- Type of event, nature of performers, time of day and duration
- Audience profile including age, previous or expected behavior, special needs, etc.
- Existence or absence of seating
- Geography of the location and venue
- Off-site hazards, e.g. industrial plant
- Safety equipment failure such as CCTV and PA system
- Delayed start, curtailment or abandonment of the event
- Identification of key decision-making workers
- Identification of emergency routes and access for the emergency services
- Identification of holding areas for performers, workers and the audience
- Details of the script of coded messages to alert and 'stand down' stewards; Major incident planning (emergency response guide)
- Alerting procedures
- Public warning mechanisms
- Evacuation and containment measures and procedures
- Details of the script of PA announcements to the audience
- Identification of rendezvous points for emergency services
- Identification of ambulance loading points and triage areas
- Location of hospitals in the area prepared for major incidents and traffic routes secured to such hospitals
- An outline of the roles of those involved including, contact list and methods to alert them
- Details of emergency equipment location and availability

- Documentation and message pads

Sanitary Facilities

TPC's guidelines for sanitary facilities are as follows;

Female - 1 toilet per 100 females

Male - 1 toilet per 500 males, plus 1 urinal per 150 males

Washing facilities - Where possible, provide hand-washing facilities in the ratio of one per five toilets with no less than one hand-washing facility per ten toilets provided. Provide suitable hand-drying facilities.

Provide appropriate sanitary accommodation for wheelchair users and other people with special needs attending the event. The 2010 ADA Standards for Accessible Design will apply with regard to sanitary accommodation for people with special needs. Provide appropriate sanitary accommodation for wheelchair users and other people with special needs attending the event. The 2010 ADA Standards for Accessible Design will apply with regard to sanitary accommodation for people with special needs.

Medical, Ambulance & First Aid Management

TPF's event risk assessment model considers the level of medical, ambulance and first-aid coverage ensure that a suitable skills mix exists and that medical, ambulance and first-aid providers are located effectively throughout the site. The decision on the level of medical provision and whether the Local ambulance service will be directly involved, or not, at any particular event will depend on a number of specific factors including:

- Size of audience
- Nature and type of event and entertainment
- Nature and type of audience - including age range
- Location and type of venue - outdoor or indoor, standing or seated, overnight camping
- The size of the site
- Duration of event - hours or days
- Seasonal/weather factors
- Additional activities and attractions
- Time spent in queues
- Proximity/capability/capacity of local medical facilities
- Intelligence from other agencies regarding previous experience of similar events
- Availability and potential misuse of alcohol or drugs (illicit, recreational, or controlled)
- External factors including the complexity of travel arrangements
- Availability of facilities on site including welfare, befriending and other social services

- Range of possible major incident hazards at or associated with the event (structure collapse)
- Civil disorder, crushing, explosion, fire, chemical release, food poisoning)
- Availability of experienced first aiders

The recommended minimum number of first aiders at small events where no special risks are considered likely is 2:1000 for the first 3000 attending. No event should have less than two first aiders.

Food, Drink & Water

TPF's food, drink and water operating policies work to ensure that the delivery, storage, preparation and sale of food and beverages complies with the relevant food safety legislation and where appropriate consideration is given to the advice contained in the relevant industry guides and codes of practice. This will include mobile catering units, catering stalls and marquees, crew catering outlets, hospitality catering, bars and ice cream vendors, etc.

- Policy and inspection works to ensure that food businesses carry out their work in a safe and hygienic way. Examination of documentary evidence from each caterer regarding:
 - The identification and control of potential food hazards by all catering operations
 - The identification and control of potential health and safety hazards by all catering operations
 - Provision of appropriate fire extinguishers
 - Proper training of all food handlers
 - The suitability of all premises used for the production or sale of food
 - The suitability of the equipment being used
 - Transporting food safely and separate from any potential source of contamination
 - Storing and disposing of food waste (solid and liquid) properly
 - The maintenance of high standards of the personal hygiene of food handlers
 - The proper storing, handling and preparation of food
 - The provision of a drinking water supply
 - Insurance of all food businesses including public, product and employers liabilities
 - The possession of electrical and gas installation compliance certificates by all food businesses
 - The possession of a properly equipped first-aid box by each operating unit

TPF management will work closely with local Environmental Health Officers (EHOs) for advice on food safety and hygiene. EHOs may wish to carry out an inspection of the catering facilities provided at the event. They may also require you to provide them with

a list of caterers who will be attending the event. TPF plans to sell beer and wine on site, (no carry on policy) and will comply with all Illinois licensing and distribution laws.

Electrical Installations/Fire Hazards

Electrical power to catering operations will, wherever possible, be provided by the site electrical supply. If portable generators are used, preference should be given to LPG or diesel-fuelled types and TPF operating policy dictates that:

- Suitable fire-fighting equipment should be provided at the catering operation dependent on the activity type, the equipment must conform to the relevant I.S.E.A. operation and refurbishing standards
- No combustible materials should be allowed to accumulate next to any catering outlets
- There is of a suitable rated power output for the intended use
- Equipment has been tested and certified by a competent person
- Outlets are sited in a well-ventilated place away from LPG cylinders and combustible material
- Outlets are adequately guarded to avoid accidental contact by people or combustible material
- Cables and sockets are appropriate for their intended use
- The electrical installation is protected by a residual current device (RCD)
- Cables do not create a trip hazard
- Fuelling and re-fuelling are carried out in a safe manner
- Fuel is stored in a safe manner in suitable containers

Lighting

Lighting design includes 49, 16 foot high pole mounted fluorescent lights. All events at The Poor Farm Music and Arts Festival venue are held during daylight hours and finish at dusk. The lighting design supports enough lighting to accommodate patrons leaving the venue during the late evening and early night time hours till approximately 10:00 p.m. Light Fixture Design Specifications;

- Electrical Housing: Rugged square die-cast aluminum with impact-resistant tempered glass lens and durable silicone gasket for easy relamping, servicing and weatherproofing.
- Illumination Pattern: Versatile 5-Wide lighting distribution. Computer engineered aluminum reflector designed for maximum optical efficiency and distribution. 4-Forward distribution reflector available.
- Installation: Adjustable trunnion yoke bracket.
- Finish: Standard dark bronze polyester powdercoat.
- Electrical: Multi-Tap 120/208/240/277 volts. Mogul E39, 4KV base socket.
- Listings: Underwriters Laboratories (UL & CUL) listed and labeled for wet locations. Listed and labeled to CSA standards.

Economic Impact to Jo Daviess County

The TPF management team referenced the Jo Daviess County convention and visitors Bureau information, including the 2011 University of Houston Conrad Hilton tourism report. Tourism is the second leading revenue generator for Jo Daviess County. Based on the information referenced from all sources the total economic impact from The Poor Farm Music and Arts Festival to Joe Davies County is approximated at;

Hotel and property tax	+ \$32,000
Local wages	+ \$250,000
Additional local revenue from event attendees	+\$2,500,000

TPF management believes the total economic and social benefit to Jo Daviess County is a reasonable trade off to the nuisance issues that our neighbors endure from June through October. Sound issues are only a factor 20 times during that period during the larger musical events and the sound study suggests only minor noise implications (only one reading over 50 decibels was recorded).

Traffic planning helps to mitigate heavy traffic use during short periods of time and traffic will be diverted off Irish Hollow Road quickly and efficiently as possible. Steve Walker, the operations manager of the venue is very sensitive to the surrounding neighbors and community. Mr. Walker has worked and planned events for county fairs, amusement parks, and small indoor events. TPF works with dozens of promoters who specialize in specific types of events. Many of our promoters have over 25 years of experience in designing and producing outdoor musical, art and craft, and special interest events. Every effort is taken to accommodate the wishes of our neighbors and the community so that maximum mutual benefit is achieved in the enjoyment and productivity of the events.

TPF management believes in giving back to the community that supports it. If profitability can be achieved, management intends to deliver a percentage of profits back to county community endeavors that help people.

#10

Surrounding parcels, uses and effects

South – Susan Marie & Marlon Schultz

A 46.8 acre undeveloped parcel used for grazing cattle. This property is beyond the entrance for the Poor Farm site and should be relatively unaffected by traffic. Being in the line southeast of the performance area and adjacent to the back of the audience area some noise will get over the hill and will be audible.

South – Ambrose Virtue

0.7 acre home site. The property is beyond the entrance to the Poor Farm site and will have minimal direct impact from traffic. Will encounter traffic when coming and going to Galena on event days.

The parcel is 830 feet south of the stage area, some sounds may be audible from the performance area.

Southeast – Kyle and Karen Marsden

46 acre Ag Parcel and 2nd home site. The property is southeast of the entrance to the Poor Farm site and will have minimal direct impact from traffic. Will encounter traffic when coming and going to Galena on event days.

The nearest property line is approximately 1,860 feet from the stage area, and the home site is over 3,000 feet from the performance area, this should be beyond sound impacts.

Southwest – Shirley Hulscher – Ag land some grazing, some cropland, not developed

Some impact from traffic, possibly some sound from the performance area will reach the southeast part of the property

West – Shirley Hulscher, Danny and Cari Hulscher – Ag land and home sites

Will experience traffic impacts since both home sites access Irish Hollow NW of the Poor Farm site.

Sounds from the performance area will be directed away from the home sites so that impact will be minimal. Danny and Cari's parcel is approximately 1000 feet and 90 feet uphill from the proposed stage.

West – Vincent and Mabel Schmitt

4.35 acre home site. Will experience traffic impacts since the home site accesses Irish Hollow NW of the Poor Farm site.

Sounds from the performance area will be directed away from the home sites so that impact will be minimal. The nearest parcel line is approximately 880 feet from the proposed stage.

West – Frank Budrick – Lot 7 Cottonwood Estates 6.29 Acre residential lot and James Drapeau, Lot 6 of Cottonwood Estates, a 4.86 acre residential lot.

There will be some traffic impacts as these lots accesses from Irish Hollow NW of the Poor Farm site.

The nearest lot line is 1250 feet from the stage area and over the hill, so sound impacts will be minimal.

North and East – Danny and Cari Hulscher, 117 acre Ag parcel

Grazing and crop land. Access from Irish Hollow so some traffic impacts will occur when accessing this unoccupied parcel during event weekends. No sound impacts are anticipated, the land is not situated in the direction sounds will be coming to from the stage.

North – Andrew W. Velo

13.75 Home site, will be impacted by traffic since access is from Irish Hollow NE of the Poor Farm Site.

The parcel is over 2200 feet from the performance area and is not in the direction sound will travel from the performance area.

South and East – Todd and Donna Walvert

Home site is over 2400 feet from the stage and will have minimal impact from sound. Will be impacted by traffic on Irish Hollow Road during event days.

CONSENT TO ON-SITE INSPECTION

Your petitioner(s), Steve Walker, respectfully represent to the Planning Commission of Jo Daviess County, as follows:

That Steve Walker, are the owners of record of the real estate which is the subject of this petition and more commonly known as 1300-1301 N. IRISH HOLLOW RD, GALENA, EAST GALENA That the Petitioners are requesting a Public Hearing for the subject property.

That the petitioners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Jo Daviess County Planning Commission and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question.

That in exchange for the above actions by the Petitioner(s), Jo Daviess County agrees that at least one (1) member of the Planning Commission will inspect the parcel in question prior to considering the evidence presented upon the above petition.

[Handwritten Signature] (Owner) Signature

(Owner) Signature

SUBSCRIBED and SWORN to before me this 26 day of April, 2013

Pamela A. Gauley
NOTARY PUBLIC



LIVESTOCK AFFIDAVIT

State of Illinois)
County of Jo Daviess)

RE: 1300 - 1301 IRISH HOLLOW ROAD, GALENA, IL 61036

_____ after being first duly sworn on oath depose(s) and say(s):

I (We) hereby certify that to the best of my (our) knowledge, the site that is subject of the above application is not within one-quarter mile (1,320') of a "livestock management facility and/or livestock waste handling facility" with more than fifty (50) animal units pursuant to the *Illinois Livestock Management Facilities Act*.

Affiant

Affiant

Acknowledgment

State of Illinois)
County of Jo Daviess)

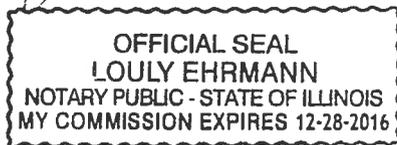
I, Louly Ehermann, Notary Public in and for the State and County aforesaid, do hereby certify that, Stephen Walker, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing affidavit, appeared before me this day in person and signed and delivered the said affidavit for the uses and purposes therein set forth as his or their free and voluntary act.

Giver under my hand and notarial seal this 17 Day of May, 2013.

Notary Public

12-28-2016
My Commission Expires

(Seal)



Jan.15.2013 12:48 AM

PAGE. 1



REALTOR® ASSOCIATION OF NORTHWESTERN ILLINOIS
CONTRACT FOR PURCHASE
VACANT LAND/LOT



(Complete All Blanks And Delete Inapplicable Language)

Seller Off. EAGLE RIDGE REALTY Ph.# 815-777-4003 Buyer Off. EAGLE RIDGE REALTY Ph.# 815-777-4003
Seller Agent KATHY BOOKLESS Ph.# 815-266-1310 Buyer Agent KATHY BOOKLESS Ph.# 815-266-1310
Seller Attorney no Buyer Attorney JOE NACK

THE UNDERSIGNED CONFIRM THAT THEY HAVE PREVIOUSLY CONSENTED TO KATHY BOOKLESS ("LICENSEE"), ACTING AS A DUAL AGENT IN PROVIDING BROKERAGE SERVICES ON THEIR BEHALF AND SPECIFICALLY CONSENT TO LICENSEE ACTING AS A DUAL AGENT IN REGARD TO THE TRANSACTION REFERRED TO IN THIS DOCUMENT.

SELLER-CLIENT'S INITIALS: [Signature] BUYER-CLIENT'S INITIALS: [Signature]

1. Seller(s) APPLE RIVER STATE BANK UT #16, c/o EILEEN L. CONWAY & LAURIE HERTZ

Address 830 PARKVIEW LANE, DES PLAINES, IL 60016-8743

2. Buyer(s) STEPHEN WALKER

Address 4412 39TH AVENUE, ROCK ISLAND, IL 61201

3. Offers to purchase the following described real estate situated in JO DAVIESS County, Illinois, commonly known as: 1300-1301 N. IRISH HOLLOW ROAD, GALENA legally described as: to be provided

Tax Code # 43-06-000-230-00 & 43-06-000-326-09-230-09

4. And to pay you for the premises the sum of \$ 5,000.00 in the manner following: \$5,000.00 as earnest money to be tendered by Buyer no later than 7 day(s) following the date of the accepted Contract which shall be held in escrow and disbursed according to the terms of this Contract and the balance payable as follows:

- A. Cash at the time of closing; or
- B. Per attached Mortgage Assumption Rider; or
- C. Per attached Agreement for Deed Rider.

~~B. THIS CONTRACT IS CONTINGENT UPON THE ABILITY OF BUYER TO~~

~~A. Obtain by 20, a written Mortgage Loan Commitment containing the following terms: Mortgage Loan of not less than % of the purchase price due in not less than years with interest at not more than % per annum (fixed rate) (adjustable rate). Buyer shall provide to Seller a copy of the Lender's loan commitment or ~~deed~~ by the above date. The issuance of a commitment containing the above specified terms (although including additional conditions), or Buyer's written acceptance of a commitment containing other terms shall satisfy this contingency.~~

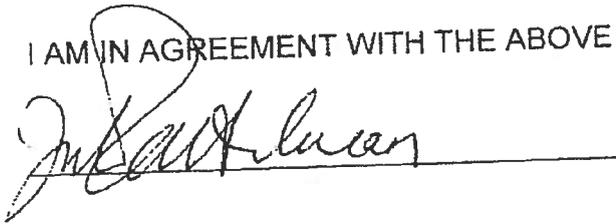
~~B. Obtain, or have Buyer's Lender obtain, by 20, an appraisal prepared by a Illinois certified appraiser indicating the value of the premises to be equal to or greater than the purchase price~~

NACK, RICHARDSON & NACK, P.C.

Julie M. Helman
January 31, 2013
Page 2

JEN:kas
cc: Kathy Bookless – via e-mail: kbookless@eagleridgerealty.com

I AM IN AGREEMENT WITH THE ABOVE CONDITIONS.

A handwritten signature in black ink, appearing to read "Julie M. Helman", is written over a horizontal line. The signature is cursive and somewhat stylized.

NACK, RICHARDSON & NACK, P.C.

ATTORNEYS AT LAW
Established 1896



Joseph M. Nack (1865-1939)
Louis A. Nack (1901-1981)
James W. Richardson (1925-1988)
Louis A. Nack, Jr.
James J. Nack - jimnack@nack.com
Joseph E. Nack - joenack@nack.com
Thomas J. Nack - tnack@nack.com

Galena, Illinois
January 31, 2013

GALENA OFFICES
106 North Main Street
P. O. Box 336
Galena, IL 61036-0336
815/777-1218
Fax: 815/777-2609

ELIZABETH OFFICE
Elizabeth State Bank Building
P. O. Box 271
Elizabeth, IL 61028
815/858-3712
Fax: 815/858-2671

VIA E-MAIL ONLY

Julie M. Helman
Attorney at Law
310 N. Main St., Suite 2
Galena, IL 61036

RE: ARSB Trust #15 (c/o Eileen L. Conway & Laurie Hertz)/Walker
Real Estate Transaction

Dear Julie:

Please take this letter as confirmation that I find the contract to be acceptable and would waive the attorney's approval conditions with the understanding that the following conditions will be made part of the contract:

1. The contract will be conditioned upon the buyer being able to get the property rezoned to a planned development district (PD) by petitioning the Jo Daviess County Zoning Board.
2. That the closing date would be moved back until September 6, 2013 or sooner as agreed upon by the parties.

If you are in agreement with the above mentioned conditions, please sign below indicating your approval. Should you have any questions, please do not hesitate to call.

Very truly yours,

NACK, RICHARDSON & NACK, P.C.

BY:

Joseph E. Nack

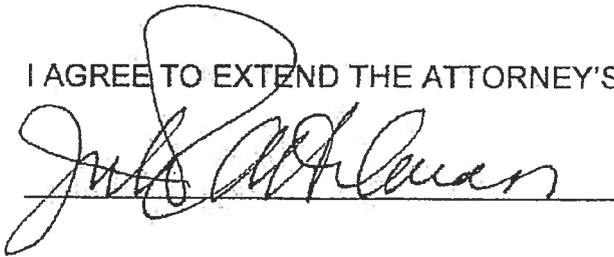
NACK, RICHARDSON & NACK, P.C.

Julie M. Helman
January 23, 2013
Page 2

JEN:kas

cc: Kathy Bookless – via e-mail: kbookless@eagleridgerealty.com

I AGREE TO EXTEND THE ATTORNEY'S APPROVAL PROVISION TO 1/31/13.



Julie M. Helman

NACK, RICHARDSON & NACK, P.C.

ATTORNEYS AT LAW
Established 1896



Joseph M. Nack [1865-1939]
Louis A. Nack [1901-1981]
James W. Richardson [1925-1988]
Louis A. Nack, Jr.
James J. Nack - jimnack@nack.com
Joseph E. Nack - joenack@nack.com
Thomas J. Nack - tnack@nack.com

Galena, Illinois
January 23, 2013

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815/858-3712
Fax: 815/858-2671

VIA E-MAIL ONLY

Julie M. Helman
Attorney at Law
310 N. Main St., Suite 2
Galena, IL 61036

RE: ARSB Trust #15 (c/o Eileen L. Conway & Laurie Hertz)/Walker
Real Estate Transaction

Dear Julie:

In regards to the above mentioned contract, I am unable to approve the contract at this stage. I would be requesting an extension of the attorney's approval provision until January 31, 2013 so that I can accurately review the contract with my client. The main issue I am trying to get resolved is the zoning changes that my client is going to have to obtain in order to effectuate this sale.

If you are in agreement with the extension of the attorney's approval provision, please sign where indicated below. Thank you for your help and cooperation.

Very truly yours,

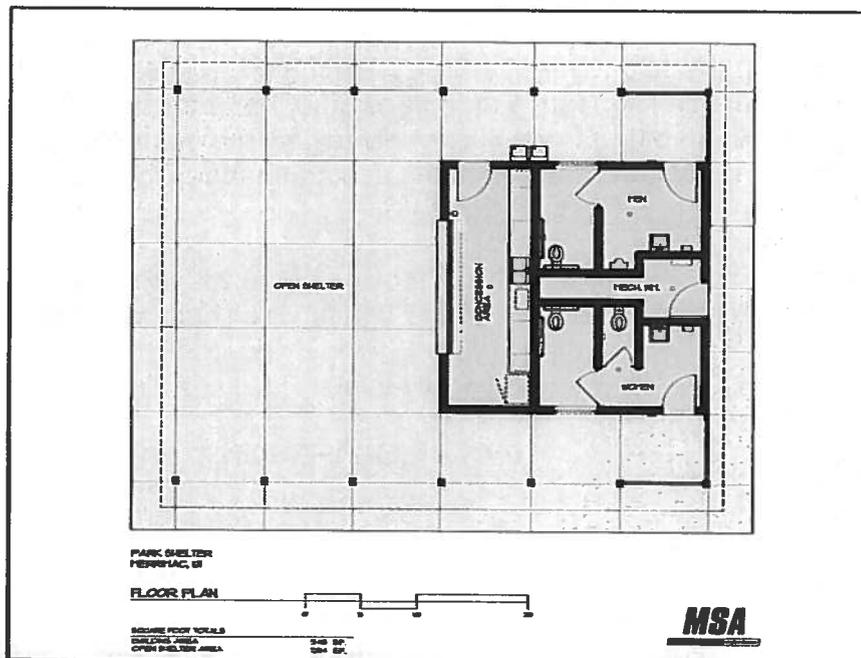
NACK, RICHARDSON & NACK, P.C.

BY:

Joseph E. Nack

Example of building style to be utilized on former restaurant foundation/floor slab.

Showers will be added in lieu of the concession area.





JO DAVIESS COUNTY HEALTH DEPARTMENT
9483 US RT 20 W P.O. BOX 318
GALENA, ILLINOIS 61036 (815)777-0283

COPY

PERMIT 04159 TO INSTALL/REPAIR A PRIVATE SEWAGE DISPOSAL SYSTEM

TOM GOLDEN has been issued this PERMIT by the Jo Daviess County Health Department to install a private sewage disposal system at:

VALENTE ORLANDO
East Galena TOWNSHIP
IRISH HOLLOW/RESTANT GALENA IL

This PERMIT authorizes the installation of the following:

- 6000 gallons of septic tank capacity and
- 6000 square feet of conventional subsurface disposal system .

This INSTALLATION is designed for a bedroom house with a garbage disposal utilizing soils with a percolation rate of 25 minutes/inch. In cases where bedroom number is not applicable, the approved installation is designed to treat 4500 gallons of effluent per day.

In addition, the following VARIANCES and or STIPULATIONS have been determined by this Department:

SEE letter attached

IT IS EXPRESSLY AGREED and made a condition hereof that if the party executing this PERMIT shall fail to adhere to the Jo Daviess County Private Sewage Disposal Ordinance, and also to applicable laws of the State of Illinois, this PERMIT shall become absolutely null and void and all payments made for same shall be forfeited to the County. Furthermore, legal and or administrative actions will be initiated by this Department if the aforementioned ordinance and laws are not observed.

NOTE: YOU MUST OBTAIN A BUILDING PERMIT FROM THE SUPERVISOR OF ASSESSMENTS OR APPROPRIATE MUNICIPALITY BEFORE STARTING CONSTRUCTION OF A RESIDENTIAL STRUCTURE. FAILURE TO PURCHASE A BUILDING PERMIT BEFORE STARTING CONSTRUCTION MAY RESULT IN FINES OR PENALTY FEES.

====office use only=====

Date Issued: 06/10/92 Issued By: Mark Baker

Date Paid : 06/10/92 Billing: Applicant

Final Inspection Date: 11/29/92 Approved By: [Signature]

=====

PRIVATE SEWAGE DISPOSAL INSPECTION REPORT
JO DAVIESS COUNTY HEALTH DEPARTMENT

DAN AMERICAN SEPTIC

PROPERTY OWNER: ORLANDO VALENTE CONTRACTOR SPROULE BRAS.

LOCATION OF INSTALLATION: Trist Hollow Rd. - GREENA
(FRIED GREEN TOMATOES REST.)

HOUSE

Is a garbage disposal present or planned?.....N
Does bedroom # correspond to that on the permit?.....Y/N
Do footing tiles/downspouts discharge improperly?.....N

SEWER LINE

Material: Cast Iron () Sch 40 Other _____
Length: _____ ft. (5' minimum) Cleanout provided?.....Y/N
Adequate slope (1.2" per 10' minimum)?.....Y/N

SEPTIC TANK

Manufacturer: SEPMACZ Volume (5) 1,500 gallons
Are sewer/effluent lines encroaching the baffles?.....Y/N
Depth of cover over tank: 18 inches
Is a riser provided (required if cover exceeds 1')?.....N

EFFLUENT LINE (cast iron prohibited)

Material: sch 40 Other _____
Length: _____ ft.
Does the line "bridge the gap" to undisturbed earth?.....N
Adequate slope (1.2" per 10' minimum)?.....N

SUBSURFACE SEEPAGE SYSTEM GRAVELLESS ()

Square footage required: 6,000 Square footage installed: 4,700
Trench depth (36" max.): 36 Cover Depth (18" max.): 16
Bedding material size (3/4" - 4" range): 1" inch
Bedding material cover: straw untreated building paper ()
other () _____

Is installation site sloping or level ()
If sloping, were serial distribution/drop boxes used?.....N
If level, are seepage lines "tied together"?.....Y/N
What method was used to level the lines and trenches?
building level () laser () hand level

MODIFIED BURIED SAND FILTER Origin of sand _____

Square footage required: _____ Square footage installed: _____
Sand Depth (30" min.): _____ Filter cover media: straw ()
untreated building paper () other () _____
Are distribution lines on 3 ft. centers?.....Y/N
What method was used to level the distribution lines?
building level () laser () hand level ()

SET BACKS

Well to septic tank 750' Water line to septic tank _____
Well to disposal field 775' Water line to disposal field _____

COMMENTS/DRAWING ON BACK _____

INSPECTOR: [Signature] DATE: 11/29/92

APPROVED.....N REINSPECTION REQUIRED.....Y/N
sewinsrt

Y

Address = 307 N. MAIN

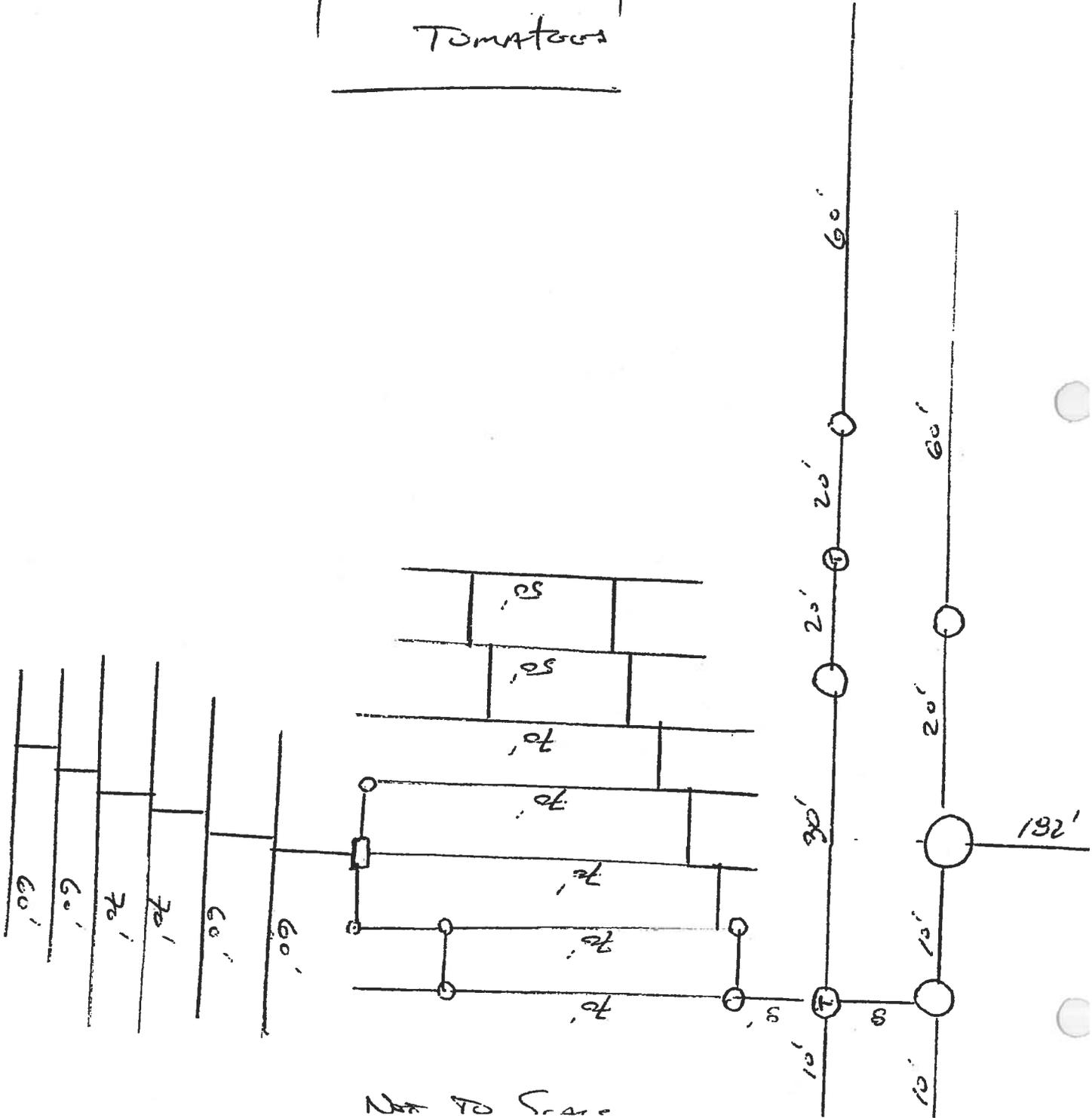
SYCAMORE, ILL. 60178

Phone: (815) 777-9478

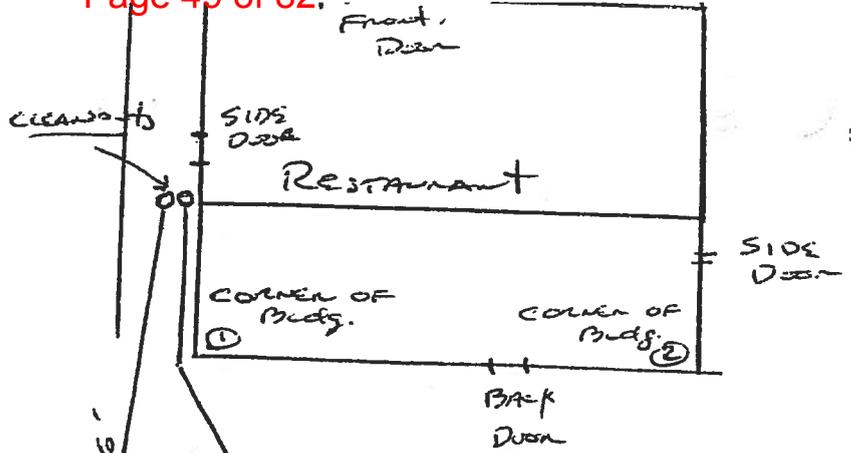
" 895-6123

" 895-8986

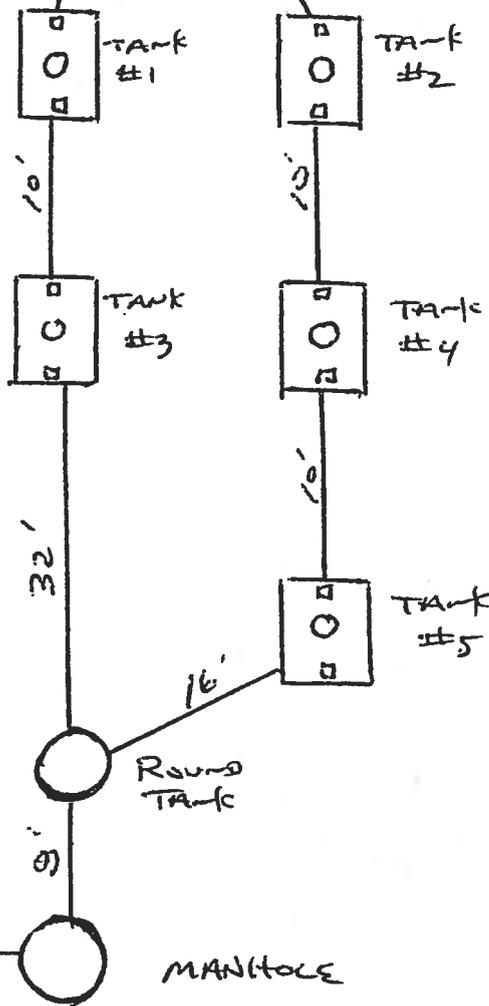
Fruit
Grows
Tomatoes



NUMBER OF Bldg. (To)	TANK # (LID)	DISTANCE IN FEET
①	1	85
②	1	108
①	2	86
②	2	102
①	3	104
②	3	125
①	4	106
②	4	121
①	5	122
②	5	135

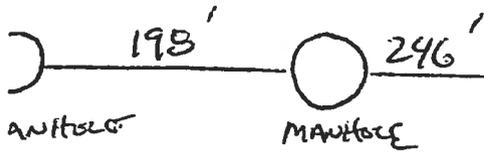


SIDE WALK



FRIED GREEN TOMATOES

5-1,500 GA. SEPTIC TANKS



SEE NEXT PAGE



Well Copy: Well Contractor
Golden Copy: Well Owner

Well Construction Report

COPY

THIS FORM MUST BE COMPLETED WITHIN 30 DAYS OF WELL COMPLETION AND SENT TO THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENVIRONMENTAL HEALTH 525 WEST JEFFERSON STREET SPRINGFIELD, ILLINOIS 62761

GEOLOGICAL AND WATER SURVEYS WELL RECORD

9. Driller John D. Liberg License No. 102-002987
 10. Well Site Address TRISH HOLLOW RD.
 11. Property Owner ORLANDO VALENTE Well No. 1(one)
 12. Permit No. _____ Date Issued _____
 13. Location: GALENA County Jodaviess

OLD JODAVIESS COUNTY POOR FARM CONVERTED TO "FRIED GREEN TOMATOES" RESTAURANT & INN

Sec. 27
Twp. 28N
Rge. R1E

1. Type of Well
 a. Bored _____ Hole Diam. _____ in. Depth _____ ft
 Buried Slab: Yes _____ No _____
 b. Driven _____ Drive Pipe Diam. _____ in. Depth 235 ft
 c. Drilled XX Finished in Drift _____ In Rock XX

(KIND)	FROM (Ft.)	TO (Ft.)
d. Grout: 3/8's		
Bentonite	0-	60

14. Water from _____ at depth _____ ft

15. Casing and Liner Pipe		to _____ ft	
Diam. (in)	Kind and Weight	From (ft)	To (ft)
5"	SCH#80	0-	60
	top 7ft. is 6"		

Show location in section plat

2. Well furnishes water for human consumption? Yes X No _____
 3. Date well drilled 1900's early
 4. Permanent pump installed? Yes X Date _____ No _____
 Manufacturer GRUNDFOS Type SUBMERSIBLE
 Location APPROVED WELL PIT
 Capacity 40 gpm. Depth of setting 160 ft.
 5. Well top sealed? Yes X No _____ Type MARTINSON WELL CAP
 6. Pitless adapter installed? Yes X No _____
 Manufacturer MARTINSON/BRASS Model No. BB-20
 How attached to casing? DRILLED
 7. Well disinfected? Yes XX No _____
 8. Pump and equipment disinfected Yes XX No _____

16. Screen: Diam. _____ in, Length _____ in, Slot Size _____
 17. Size hole below casing 6" in. 18. Ground Elev. _____ ft msl.
 19. Static level 90 ft below casing top which is 3 ft. above ground level. Pumping level 116 ft, pumping gpm for 6 hours.

20. Earth Materials Passed Through	Depth of Top	Depth of Bottom

Continue on separate sheet if necessary.

IMPORTANT NOTICE

This State Agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under Public Act 85-0863. Disclosure of this information is mandatory. This form has been approved by the Forms Management Center.

PRESS FIRMLY WITH BLACK PEN OR TYPE
Do Not Use Felt Pen

Signed John D. Liberg
John D. Liberg

Date 1-7-93
1-7-93

Natural Resources Inventory Report

Prepared for the Jo Daviess County Planning Commission and Property Owners by the
Jo Daviess County Soil and Water Conservation District.

Project Name Steve Walker
or Petitioner:

Report Number: 13-09
Date: May, 2013

Location: SW ¼, Section 27, and SE & NE ¼, Section 28, T28N, R1E, 4th p.m.,
East Galena Township.

Request: Change from R-1 to Planned Development.

Soils and Interpretations: (Based on Soil Survey mapping and in descending order by acreage.)

Soil Type	Road Construction	Building Foundations	Septic Fields	Agricultural/ Other
Dunbarton - Dubuque Silt Loam #873E2- 18.7 acres (15-25% slopes, eroded.)	Severe limitations due to low bearing strength and frost action.	Severe limitations due to shallow depth to rock and shrink-swell potential.	Severe limitations due to thin layer, seepage, and slope.	Generally unsuited to cultivated crops, hay and pasture. Moderately suited to woodland and woodland wildlife. Slope limits use of equipment.
Fayette Silt Loam #280D2- 15.5 acres (10-15% slopes, eroded.)	Severe limitations due to low bearing strength and frost action.	Moderate limitations due to slope and shrink-swell potential.	Moderate due to slow percolation time and slope.	Moderately suited to cultivated crops; well suited to hay and pasture. Conservation tillage recommended.
Fayette Silt Loam #280C2- 13.1 acres (5-10% slopes, eroded.)	Severe limitations due to low bearing strength and frost action.	Moderate limitations due to shrink-swell potential.	Moderate due to slow percolation time.	Moderately suited to cultivated crops; well suited to hay and pasture. Conservation tillage recommended.
Palsgrove Silt Loam #429D2- 7.4 acres (10-15% slopes, eroded.)	Severe limitations due to low bearing strength and frost action.	Severe limitations due to shallow depth to rock, slope, and shrink-swell potential.	Severe limitations due to slow percolation time.	Moderately suited to cultivated crops; well suited to hay and pasture. Erosion is a hazard without vegetated cover.

Fayette Silt Loam #280B2- 5.0 acres (2-5% slopes, eroded.)	Severe limitations due to low bearing strength and frost action.	Moderate limitations due to shrink-swell potential.	Moderate due to slow percolation time.	Moderately suited to cultivated crops; well suited to hay and pasture. Conservation tillage recommended.
Beavercreek Silt Loam #3579- 15.5 acres (Frequently flooded.)	Severe limitations due to flooding	Severe limitations due to flooding.	Severe limitations due to flooding.	Moderately suited to hay, pasture, and woodland. Usage of equipment is limited.
Dubuque Silt Loam #29D2- 2.9 acres (10-15% slopes, eroded.)	Severe limitations due to low bearing strength and frost action.	Severe limitations due to shallow depth to rock.	Severe limitations due to shallow depth to rock and slow percolation time.	Moderately suited to cultivated crops; well suited to hay and pasture. Conservation tillage recommended.
Dunbarton Silt Loam #873D2- 2.0 acres (7-15% slopes, eroded.)	Severe limitations due to low bearing strength, shallow depth to rock and frost action.	Severe limitations due to shallow depth to rock and shrink-swell potential.	Severe limitations due to thin layer and seepage.	Poorly suited to cultivated crops; moderately suited to hay and pasture. Erosion is a hazard without vegetated cover.
Lacrescent Silty Clay Loam #785G- 0.01 acres (30-50% slopes, eroded.)	Severe limitations due to slope.	Severe limitations due to slope.	Severe limitations due to slope.	Generally unsuited to cultivated crops, hay and pasture. Moderately suited to woodland and woodland wildlife. Slope limits use of equipment.

Topography

By using an average slope for each of the soil types the weighted average slope for the entire parcel is 12.1%, which is higher than the county weighted average slope at 11.4%. The details for calculating the average slope of this parcel are attached, Average LE score and Slope Calculator, and a topographic map of the area is also attached.

Land use:

The property is currently not in use. This acreage is the former location for the Restaurant "Fried Green Tomatoes" and the historic "Poor Farm". Two large piles of spoils remain from the demolished brick buildings. The property and former buildings hold significant historic value. The applicant has inquired about re-using some of the brick, a commendable task. If bricks are to be reused, a well experienced mason will be required to match mortar composition with the

shrink/swell properties of the brick, and well-sealed to limit fracturing from expansion. Full development plans are not known at this time. Considerations should be made for waste-water treatments, the possibility of abandoned wells, and the establishment of roads, parking areas, and water and electric lines.

Agricultural Production Capability Land Evaluation:

The weighted average Land Evaluation (LE) score for this parcel based on United States Department of Agriculture- Natural Resources Conservation Service (USDA-NRCS) Soil Survey of Jo Daviess County, Illinois, using an average level of agricultural management is 60.1, which is lower than the county average of 62.2. The calculation details for this parcel are attached, Average LE score and Slope Calculator.

Septic Drain Fields:

The current septic system on this property is located between soil types 280D2 and 429D2. 280D2 Fayette silt-loam is moderately suited to absorption fields but 429D2 is poorly suited to septic absorption fields. Where future septic fields are planned to be developed should be planned by a qualified engineer. Many of the soils on this property pose severe limitations to septic fields. The petitioner has indicated that the current septic system is planned for continued use. The limitations for this system are not known.

Drainage, Erosion Control and Site Access:

Erosion is best controlled through the use of vegetative cover and by keeping disturbance aligned to the natural land contour. Establishing vegetative cover and mulching are best management practices which should be used extensively during disturbance until a thick cover has regrown to minimize soil erosion. For cultivation, a conservation tillage system that leaves crop residue on the surface after planting, terraces, and contour farming help to maintain tilth and control erosion. Tilling when the soils are wet causes surface cloddiness and compaction and excessive runoff and erosion. Regularly adding other organic material increases the rate of water infiltration and improve tilth. A cover of grasses and legumes improves tilth and helps to control erosion. Bromegrass, orchardgrass, tall fescue, and alfalfa are suitable.

This site is currently accessed via entrance on Irish Hollow Road. Roads also exist throughout the property. Many of the soils on this acreage pose limitations for road construction where material may need to be hauled in and properly compacted. Professional engineers should be consulted for road design if significant use is intended.

Bedrock Geology:

The bedrock geology mapping for this parcel indicates that the upper level bedrock under a majority of this parcel is Ordovician age shale of the Maquoketa group. The Maquoketa Group is composed of silty, dolomitic shale to silty, argillaceous dolomite. This uppermost Ordovician

unit ranges in thickness from 0 (where eroded) to about 225 feet (0 to 69 m). The Maquoketa Group has been differentiated into four formations in northeastern Illinois; however, lithologic distinctions are not readily identifiable or mappable in northwestern Illinois. Shale is compacted or cemented silt and/or clay with fine laminations along which rock easily splits. A map referencing the geology for the area is attached.

A small portion of the Eastern portion of this parcel is mapped as Ordovician age dolomite of the Galena-Platteville group. Dolomite is a major rock-forming mineral in the sedimentary dolostones within the Sinnepee Group (Platteville, Decorah, and Galena formations). The dolomite is believed to be a secondary replacement of original limestone while the sediment was undergoing lithification. Dolomite also forms as later drusy crystals lining vugs in dolostones. Dolomite may form as a hydrothermal replacement mineral and, as such, is especially abundant as a gangue mineral in the ore deposits of the Upper Mississippi Valley. The combined thickness ranges from 274 to 372 feet in a somewhat random pattern; however, there is a slight thickening trend from northwest to southeast. A map referencing the geology for the area is attached.

The petitioner has indicated that only the western portion of this acreage is intended for immediate development which would be completely encompassed by Maquoketa shale.

Floodplain Review:

This proposed parcel does not lie within the Flood Zone, per the Federal Emergency Management Agency (FEMA) mapping. FEMA floodplain designations are limited to larger watersheds, although bottomland areas of smaller creeks are still subject to flooding, so local knowledge and common sense apply. Local topology indicates little expectation of flood risk.

Wetland Review:

There are no wetlands identified by the US Fish and Wildlife Service National Wetland Inventory maps for this parcel of land.

Fencing and Relationship with Adjacent Agricultural Land:

The nature of this planned development may be considered a disturbance to surrounding landowners. Preceding development, a public notice may be beneficial to gain acceptance from adjacent land owners.

Fencing is often used along property lines to distinguish between different properties and for agricultural uses, especially to confine livestock that may utilize areas adjacent to a parcel of land. An agreement between adjacent landowners to share fencing responsibilities will help to ensure sound maintenance responsibilities are practiced.

Noise, dust, and odors related to normal farm management activities should be considered part of the rural character of the land. Respecting and understanding the rights a landowner has to continue farming operations on adjacent agricultural land is expected in a rural residential

setting. A booklet called "The Code of Country Living" is available at no charge from the County Zoning and Building Office. It lists many of the items to consider when building a new residence in a rural area. A digital version of this booklet and information on building and zoning requirements may be obtained from the Building and Zonings website, found at: www.jodaviess.org.

Opinion:

It is the general policy of the Jo Daviess Soil and Water Conservation District (JDSWCD) board to encourage the conservation of natural resources. This property and the former buildings hold historic significance (a cultural resource) that is important to Jo Daviess County. Without detailed plans for the extent and conditions of development, the JDSWCD Board of Directors cannot formally support this development. The applicant has indicated minimal change to this property, which, if true, would pose no significant threat to the natural resources on this acreage.

Opinion outlined and approved by the SWCD Board of Directors May 15, 2013


SWCD Director

5-15-13
Date

Attachments:

- Average LE score and slope calculator.
 - Combination aerial map and USDA soil survey location map.
 - Topographic map
 - Bedrock geology map
-

Aerial Photography and Soils Map

Customer: Steve Walker
to Daviess County Soil and Water Conservation District

Date: May 2013

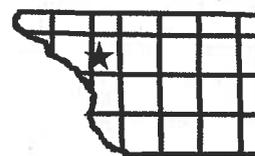


Legend

-  Property Area
-  Soils



Data Source: National Aerial Photography Program
Ortho Photography 2012
Scale 1:6,000 or 1"= 500'



Bedrock Geology Map

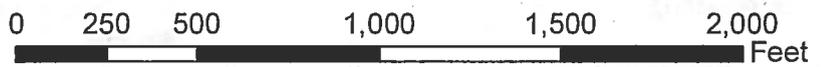
Customer: Steve Walker
Jo Daviess County Soil and Water Conservation District

Date: May 2013

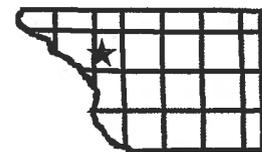


Legend

- Property Area
- Streams
- 2' Contours



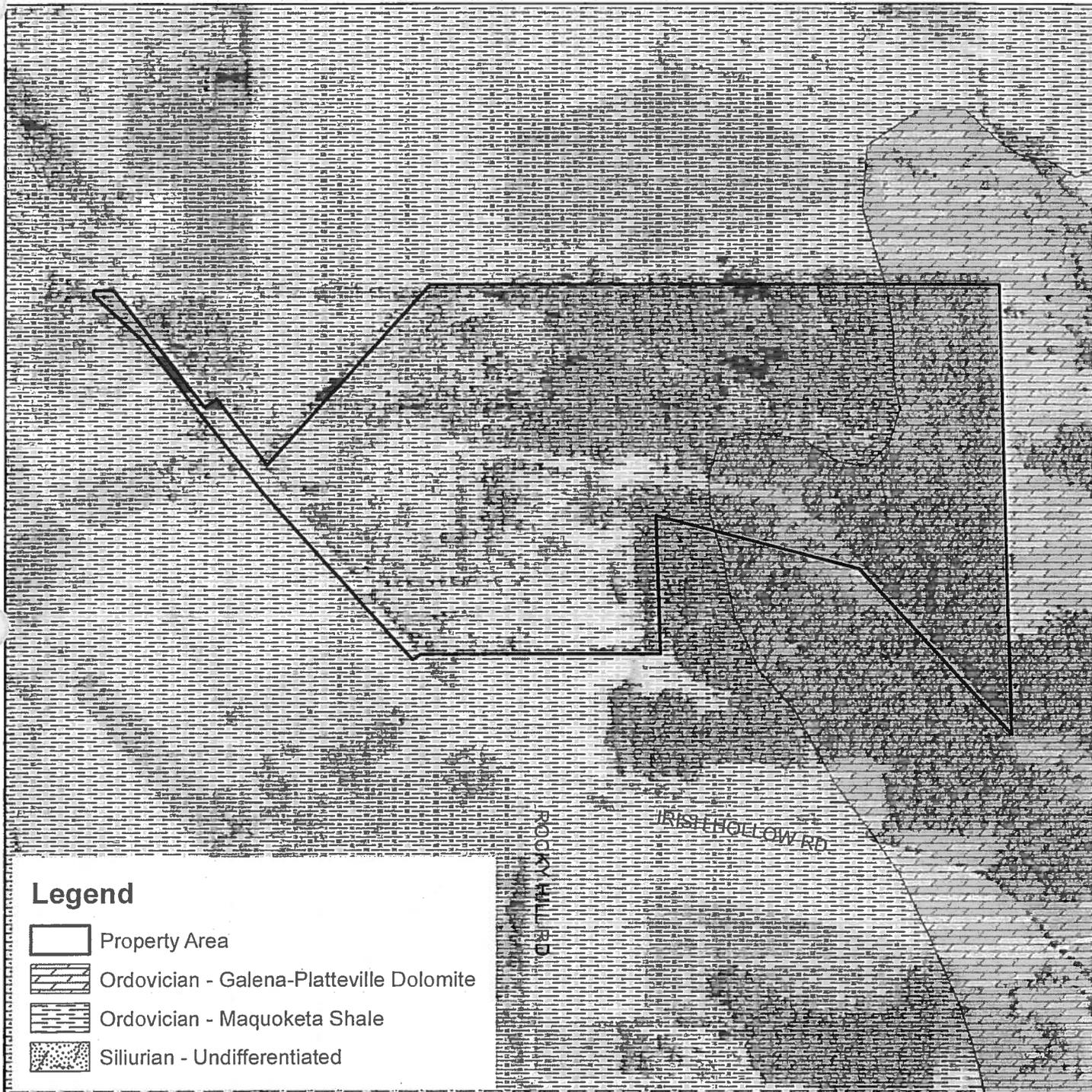
Data Source: National Aerial Photography Program
Ortho Photography 2012
Scale 1:6,000 or 1"= 500'



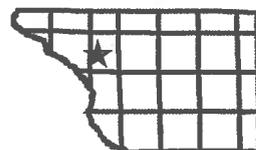
Bedrock Geology Map

Customer: Steve Walker
Jo Daviess County Soil and Water Conservation District

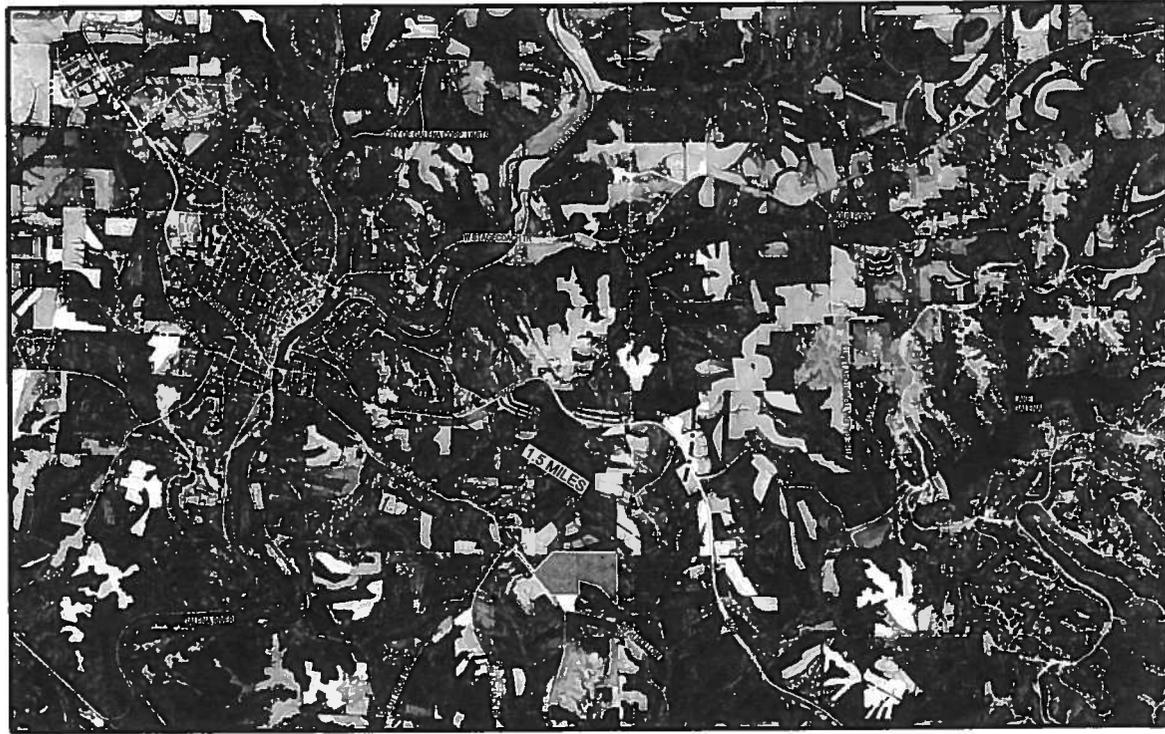
Date: May 2013



Data Source: National Aerial Photography Program
Ortho Photography 2012
Scale 1:6,000 or 1"= 500'

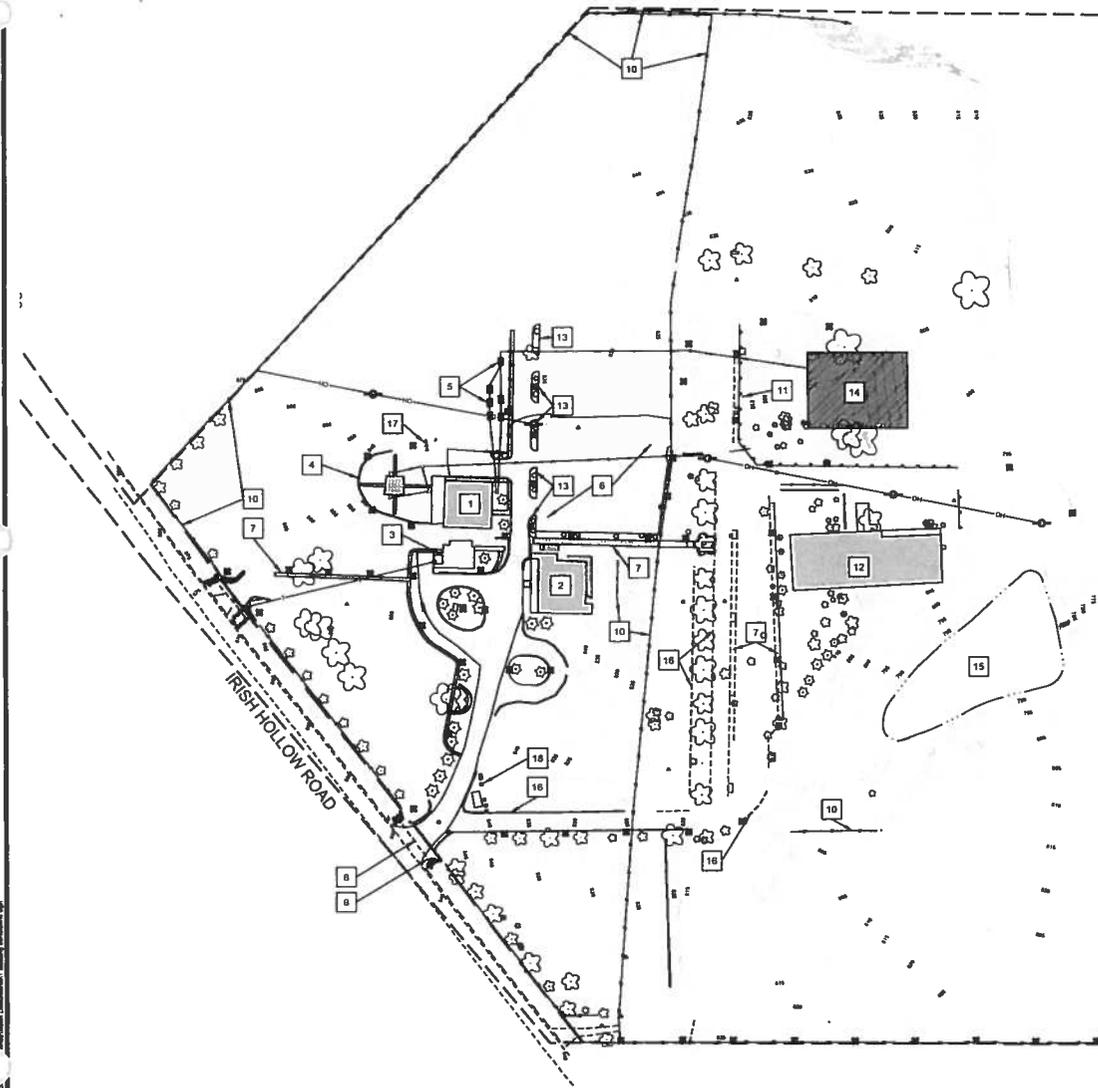


POOR FARM MUSIC & ARTS FESTIVAL L.L.C. JO DAVIESS COUNTY, ILLINOIS



LOCATION MAP
NOT TO SCALE

PROJECT NO. 15034000	SCALE AS SHOWN	DATE	REVISION	 TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL 8087 US Route 20 West, Suite 104, Ocala, FL 32068 352-777-9333, 1-888-872-6003 Fax: 352-777-3100 Web Address: www.msa-pa.com <small>© 2014 Professional Services, Inc.</small>	TITLE SHEET LOCATION MAP	PLANNED DEVELOPMENT POOR FARM MUSIC & ARTS FESTIVAL L.L.C. JO DAVIESS COUNTY, ILLINOIS	FILE NO. 15034000 SHEET 1
PROJECT DATE: 10/1/2013	DRAWN BY: LHM						
DESIGNED BY: GJM							
PLANT DATE: 10/1/13							



BOX NOTES

- 1 LOCATION OF OLD POOR FARM BUILDING FORMALLY KNOWN AS FRIED GREEN TOMATOES RESTAURANT DEBRIS TO BE REMOVED FROM SITE
 - 2 REMNANTS OLD BRICK BUILDING, DEBRIS TO BE REMOVED FROM SITE
 - 3 WELL LOCATION SURROUND BY ENCLOSURE
 - 4 RETAINING WALLS, TYP. (SEE LEGEND)
 - 5 APPROXIMATE LOCATION OF SEPTIC TANKS
 - 6 EXISTING ASPHALT PARKING LOT
 - 7 EXISTING SIDEWALK THROUGH THE SITE, TYPICAL
 - 8 OLD ENTRANCE LOCATION
 - 8 CULVERT UNDER DRIVEWAY
 - 10 FENCE, TYPICAL
 - 11 GUARD RAIL
 - 12 BARN, STANDING
 - 13 PARKING LOT CURB ISLAND
 - 14 APPROXIMATE LOCATION OF EXISTING SEPTIC SYSTEM DATA FROM RECORD DRAWING FROM JO DAVIESS COUNTY HEALTH DEPT., NOVEMBER, 1992
 - 15 EXISTING POND
 - 16 CONCRETE CURBING
 - 17 BURIED LP TANKS
 - 18 GUARD POST
-
- SAN — EXISTING SANITARY SEWER
 - S — EXISTING STORM SEWER
 - O — OVERHEAD UTILITY
 - T — OVERHEAD TELEPHONE
 - G — GUARD RAIL
 - F — FENCE LINE
 - P — PROPERTY LINE
 - R — ROW LINE
 - P — POWER POLE
 - L — LIGHT POLE
 - PE — PEDESTAL
 - S — SIGN
 - M — MAILBOX
 - SD — SATELITE DISH
 - T — TREE - DECIDUOUS
-
- RW — RETAINING WALL
 - BS — BUILDING STRUCTURE
 - AS — ASPHALT SURFACE
 - GS — GRAVEL SURFACE
 - CS — CONCRETE SURFACE



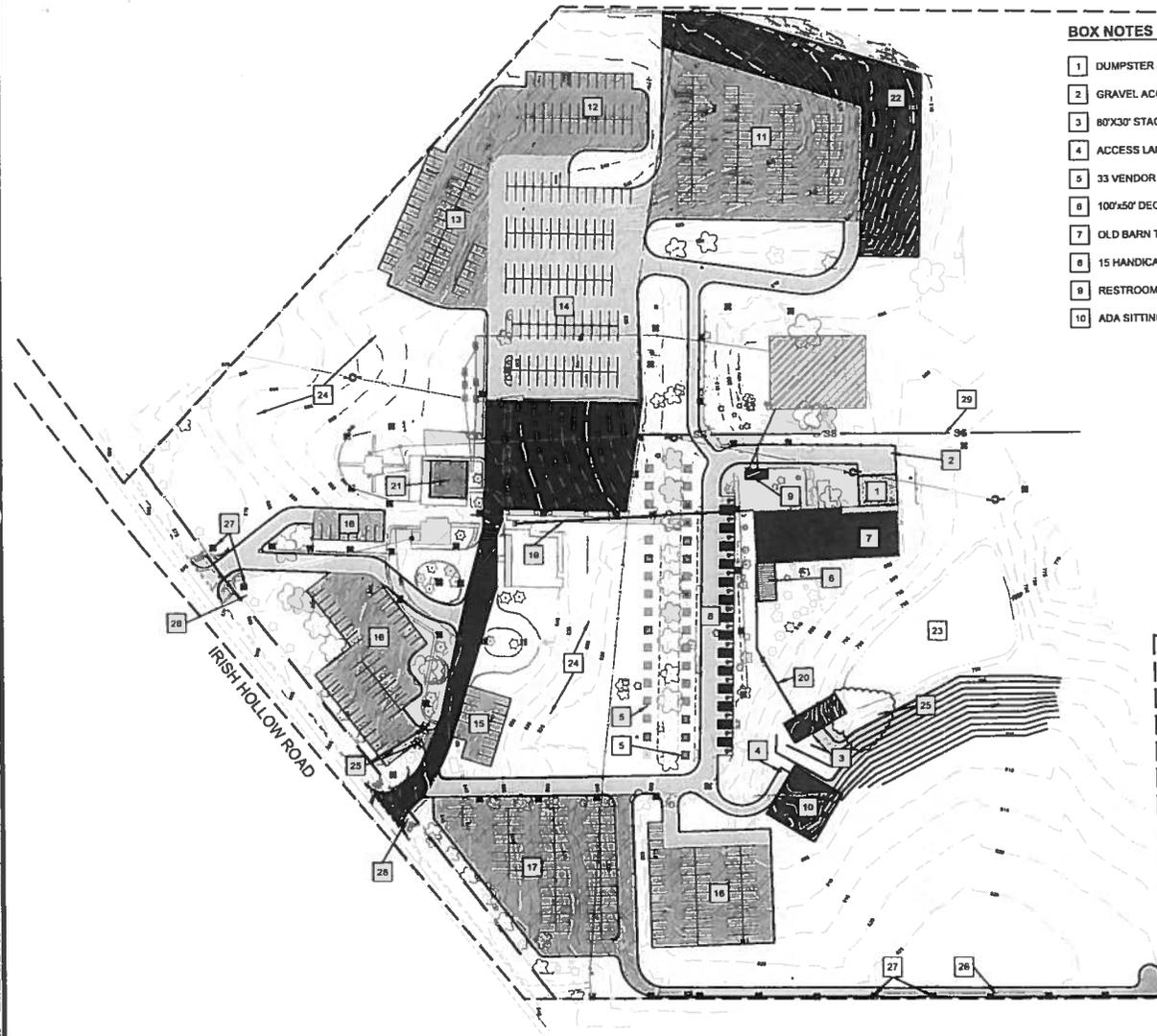
PROJECT NO.	DATE	SCALE	AS SHOWN	NO.	SHEET
PROJECT DATE	DATE	DATE	DATE	DATE	DATE
CHECKED BY	DATE	DATE	DATE	DATE	DATE
PLANNING	01/11/2013				

MSA
 TRANSPORTATION • MUNICIPAL
 DEVELOPMENT • ENVIRONMENTAL
 1007 US Route 28 West, Suite 104, Geneva, IL 60138
 615-777-8333 1-800-872-0003 Fax: 615-777-3156
 Web Address: www.msa-pe.com
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EXHIBIT #1
 EXISTING CONDITIONS PLAN - FESTIVAL AREA

PLANNED DEVELOPMENT
 POOR FARM MUSIC & ARTS FESTIVAL L.L.C.
 JO DAVIESS COUNTY, ILLINOIS

FILE NO.	15034000
SHEET	1

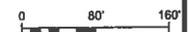


BOX NOTES

- | | | |
|---------------------------------------|-----------------------------------|--|
| 1 DUMPSTER AREA | 11 NORTHEAST PARKING (84 SPACES) | 21 RESTROOM AREA; UTILIZING OLD BUILDING CONCRETE. PAD |
| 2 GRAVEL ACCESS LANE TO DUMPSTER AREA | 12 NORTH PARKING (36 SPACES) | 22 CAMPING AREA; PROVIDED TO VENDORS; 16 SITES @ 25'x60' |
| 3 80'X30' STAGE | 13 WEST PARKING (51) | 23 POND; TO BE BREACHED |
| 4 ACCESS LANE TO STAGE DROP OFF AREA | 14 MAIN PARKING (176 SPACES) | 24 PICNIC / RECREATIONAL AREA |
| 5 33 VENDOR DISPLAY SITES | 15 TURF PARKING (12 SPACES) | 25 TREE REMOVAL |
| 6 100'x50' DECK | 16 SOUTH WEST PARKING (51 SPACES) | 26 UTILITY / EMERGENCY VEHICLES ACCESS |
| 7 OLD BARN TO BE USED AS STORAGE | 17 SOUTH PARKING A (76 SPACES) | 27 EXISTING LIGHT BASES TO BE RE-USED TYPICAL |
| 8 15 HANDICAP PARKING SPACES | 18 SOUTH PARKING B (56 SPACES) | 28 4X8 SIGNAGE |
| 9 RESTROOMS-MEN & WOMEN; 30'X12' | 19 POWER TO BARN | 29 NEW STORM DISCHARGE PIPE; REMOVE WATER FROM EXISTING STORM STRUCTURES |
| 10 ADA SITTING AREA | 20 POWER TO STAGE | |

- GRAVEL SURFACE
- EXISTING BITUMINOUS SURFACE TO BE RE-USED
- SEAL-COAT SURFACE
- TURF SURFACE

- NOTES:**
- PARKING SPACES IN THE UNPAVED AREAS WILL NOT BE MARKED; PARKING WILL BE FACILITATED BY PARKING LOT ATTENDANTS
 - THE SMALL GROUP OF TREES DIRECTLY IN FRONT OF THE STAGE AREA WILL BE REMOVED AND THAT AREA WILL BE GRADED UNIFORMLY TO PROVIDE A LINE OF SIGHT TO THE STAGE FROM THE AUDIENCE AREA
 - OTHER CLEARING OPERATIONS WILL BE LIMITED TO CUTTING AND OR REMOVING BRUSH, UNDERGROWTH AND VOLUNTEER TREES LESS THAN 8 INCHES IN DIAMETER FROM THE PROPOSED PARKING, VENDOR, PICNIC AND RESTROOM AREAS WITHIN THE FESTIVAL AREA.



PROJECT NO	15034000	SCALE	AS SHOWN	NO	DATE	
PROJECT DATE	04/17/2013	DRAWN BY	DM			
CONDUCTED BY	MSA					
PLANT DATE	07/15/2013					

MSA
 TRANSPORTATION • SURFICIAL
 DEVELOPMENT • ENVIRONMENTAL
 5077 US Route 50 West, Suite 104, Glenview, IL 60026
 815-777-8333 | 800-872-0003 | Fax: 815-777-3155
 Web Address: www.msa-pe.com
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**EXHIBIT #2
 PROPOSED PLAN - FESTIVAL AREA**

**PLANNED DEVELOPMENT
 POOR FARM MUSIC & ARTS FESTIVAL L.L.C.
 JO DAVIESS COUNTY, ILLINOIS**

PLAN NO	15034000
SHEET	2

APPLICATION FOR
APPEAL OF HISTORIC PRESERVATION COMMISSION RULING

APPLICANT TO COMPLETE: Sandra Wearmouth

NAME OF PROPERTY OWNER: Don & Sandie Wearmouth

ADDRESS OF PROPERTY: 308 Park Avenue

CURRENT AND PROPOSED USE OF PROPERTY: relative resident

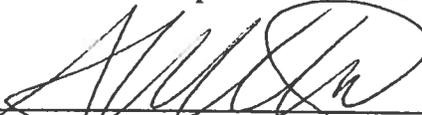
Briefly describe your side of the situation in dispute, or the order which you feel is in error. (Provide enough information for the City Council to make a sound decision on the case. Attach further information on a separate page if needed.)

would like vinyl siding to replace composite wood.
vinyl is 1/3 the cost of other products. Resident is on
a fixed income "social security". Current siding needs to be
replaced due to bird and bug infestation. birds are eating through
siding into house. We are currently patching holes with plywood
please see attached sheets.

I certify that all the information provided above is complete and correct to the best of my knowledge and belief.

6/13/13

DATE



SIGNATURE OF APPLICANT

STAFF TO COMPLETE:

DATE FILED: June 13, 2013

DATE OF ACTION BEING APPEALED: May 16, 2013

APPLICABLE SECTION OF THE HISTORIC ORDINANCE:

151.21(I) exterior alterations shall not be discouraged when... design
is compatible with size, color, scale, material and character of property
neighborhood + environment

DECISION BEING APPEALED: Application to use vinyl siding was denied.

Meeting minutes attached.

We purchased the residence in Nov, 2012. From Jim Furlong. No noticeable damage was there. We can only assume this bird & bug damage has occurred since then. The house was purchased for my mother who lived 5 hours away. My father passed away in Oct 2012 so we realized it was not possible for her to be that far away - alone. She has a fixed income "Social Security" which does not allow any financial help from her for these repairs.

With the damage continuing at an alarming rate - we cannot wait a few years to replace it like we thought we would after the historical board rejected us. After pricing different types of siding (with my husband's contractor discount) we realized vinyl was all we can afford. We would like to do double four vinyl siding about the same color as it is now. Currently there is aluminum soft and facia on the garage and we just want to match that with the house. I understand the Historical Board's decision, but, the house itself has no historical history only the neighborhood. We are currently patching the holes with plywood and this is not pretty to the neighborhood either. Please see pictures

fancy
plywood
batch to
stop birds
↙









GHPC Meeting – 5.16.13

Don and Sandra Wearmouth owners and applicants, requesting to install vinyl siding, corner boards, trim. Aluminum soffit and fascia.

Sandra Wearmouth stated:

- That she would like to remove the ten inch wood siding and replace it with vinyl.

The GHPC Board stated that the present siding is very age appropriate. It looks exactly like it did when it was built, and has authenticity all of its own.

MOTION: Gehrts moved, seconded by Dennerlein not to approve this application as presented.

Discussion of the motion: None.

Roll call was:

Wienen	Yes
Wiedenheft	Yes
Gehrts	Yes
Dennerlein	Yes
Brotheridge	Yes
Brown	Yes

The motion carried not to approve this application.

CITY OF GALENA, ILLINOIS

312 ½ North Main Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: June 19, 2013

RE: Dog Park Location

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

At the May 13 meeting, a proposal was presented to designate the location of the Galena Dog Park on vacant City of Galena property on South Main Street near the Old Power Plant. You agreed to the proposed location but asked our staff to research the history of the site to determine if any soil contamination might exist. I am writing to present the results of that research.

We reviewed a report prepared by IIW Engineers and Surveyors in 2000 where the history of the property was researched in detail. IIW concluded that the property was used as a manufactured gas plant from 1855 to 1937. The plant was dismantled in 1937. The operation included a large gas holder and a "tar well". Later photographs show as many as eight aboveground tanks on the property. The tanks were observed in photographs taken as late as 1988.

In 1994, coal tar and petroleum contamination was encountered during an independent site assessment for the then owner of the property, Jo Daviess Service Company. In 1995, the Illinois Environmental Protection Agency (IEPA) conducted a Comprehensive Environmental Responsive Compensation and Liability System (CERLCIS) site assessment. The IEPA determined that "the site does not pose enough of an immediate threat to human health or the environment to warrant a response action".

Based on the findings of coal tar and petroleum contamination in the soil of the property, regrettably our staff does not recommend using the site for public purposes, including the dog park. I have communicated this recommendation to the Galena Dog Park Committee.

At this time, our staff has not identified any other city-owned property that might be suitable for a dog park. We would be happy to explore other locations at the request of the council.

CITY OF GALENA, ILLINOIS

312 1/2 North Main Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis, City Engineer and Jim Rigdon

CLC

DATE: 19 June 2013

RE: Street Paving Contract

We will shortly send out bid documents for paving two alleys together with patching at selected areas throughout the city. We had also hoped to include a 2 inch overlay to Park Avenue between HW20 and Bouthillier as part of the bid. However, Jim and I recently met with our street paving representative from Civil Constructors to visit and discuss the proposed work. He advised us it would be difficult to grind-out the edges of the street and the tie-ins to adjacent paving because of the hardness of the underlying concrete surface and variable depth of existing asphalt.

Another problem with the underlying concrete is reflective cracking. This is when the overlying asphalt cracks along the lines of underlying control joints within the concrete. Such features have been apparent in this section of street for many years. It will also be difficult to replace any of the curb and gutter, unless the concrete street is removed.

An additional issue with this section of Park Avenue is the narrow width, which leads to vehicle congestion during busier months. If the street is to be widened by a foot or more, this would best be done on the western side and would entail sidewalk removal/replacement, relocation of benches, power poles and utility cabinets.

Water and sanitary sewer mains are at least 50 years old and while we are unsure about their condition they should be replaced at some point. It has been city policy in the past that when streets were rebuilt all water and sewer mains were replaced at the same time. Obviously this does add considerable cost to the project, but we may not get the opportunity to replace these utilities as easily at a later date.

The above conditions suggest it may not be the best idea to place an overlay to Park Avenue this year. Perhaps it may be better to use this funding to pave another street. Jim Rigdon has suggested that Hickory Street between Elk and Hill could be paved. This street is presently in the repaving program for next year. Alternatively, the funding could be allocated to a larger project at Park Avenue at a later date.

Based on the above descriptions a number of options are available to deal with the problems at Park Avenue, which are detailed as follows:

Option	Description	Estimated Cost \$
1	Resurface with 2 inch asphalt overlay, but with minimal grinding and no curb/gutter replacement. Some patching of curb could be completed. Probably not the best option.	25,000
2	Remove and replace entire street surface, underlying concrete and base, together with curb and gutter and selective replacement of sidewalk. This option considers no widening of the street.	120,000
3	Remove and replace entire street surface, underlying concrete and base, together with curb and gutter and entire replacement of sidewalk. This option proposes widening of the street by a minimum of 1 foot with relocation of power poles and benches.	160,000
4	Add-on to options 2 or 3 for removal and replacement of water, storm sewer and sanitary sewer mains and all service lines to back of the curb.	150,000

If items 2-4 are to be considered this work will have to be completed in a following year as there is not sufficient time to design and bid these projects. We will also need to apply for EPA water and sewer permits if option 4 is selected.

After discussing the various options for Park Avenue with other staff members it is our opinion the entire street including water and sewer mains be replaced. Total cost for these options (3 & 4) would be approximately \$310,000. City staff would work on this design for inclusion in a forthcoming year.

For now, we seek the city council's approval to either allocate funds towards an overlay on Hickory Street this year or towards future reconstruction of Park Avenue at a later date. The city had budgeted \$125,000 this year for repaving alleys, sealcoating and the Park Avenue project.

CITY OF GALENA

Invoice Register
Input Date(s): 06/11/2013 - 06/30/2013

Page: 1
Jun 20, 2013 10:47am

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
ALBAUGH, CRAIG						
ALBAUGH, CRAIG		1084				
061913	1 Inv	INSURANCE REIMBURSE	06/19/2013	72.00		01.218.0
061913	2 Inv	AFLAC REIMBURSEMENT	06/19/2013	26.00		01.221.0
Total ALBAUGH, CRAIG				98.00		
ALVIN'S POOL & SPA						
ALVIN'S POOL & SPA		104				
268	1 Inv	CHEMICALS	06/06/2013	149.90		59.55.654.00
Total ALVIN'S POOL & SPA				149.90		
AMELIA'S GAL. GHOST TOURS, INC						
AMELIA'S GAL. GHOST TOURS, INC		119891				
061513	1 Inv	DEPOSIT REFUND	06/15/2013	200.00		58.54.929.00
Total AMELIA'S GAL. GHOST TOURS, INC				200.00		
AT & T (LOCAL)						
AT & T (LOCAL)		103				
061513	1 Inv	POOL/PHONE	06/15/2013	28.73		59.55.552.00
061513	2 Inv	PUBLIC WORKS/PHONE	06/15/2013	38.39		01.41.552.00
061513	3 Inv	FIRE DEPARTMENT/PHO	06/15/2013	77.20		22.22.552.00
061513	4 Inv	EMS/PHONE	06/15/2013	24.32		12.10.552.00
061513	5 Inv	POLICE/PHONE	06/15/2013	347.21		01.21.552.00
061513	6 Inv	FINANCE/PHONE	06/15/2013	385.14		01.13.552.00
061513	7 Inv	FLOOD CONTROL/PHON	06/15/2013	24.32		20.25.515.00
Total AT & T (LOCAL)				925.31		
AT & T LONG DISTANCE						
AT & T LONG DISTANCE		119065				
061513	1 Inv	POOL/LONG DISTANCE	06/15/2013	9.56		59.55.552.00
061513	2 Inv	PUBLIC WORKS/LONG D	06/15/2013	1.92		01.41.552.00
061513	3 Inv	FIRE DEPARTMENT/LON	06/15/2013	20.18		22.22.552.00
061513	4 Inv	POLICE/LONG DISTANCE	06/15/2013	66.38		01.21.552.00
061513	5 Inv	ADMINISTRATION/LONG	06/15/2013	410.42		01.13.552.00
Total AT & T LONG DISTANCE				508.46		
BARANSKI, HAMMER,						
BARANSKI, HAMMER,		375				
4	1 Inv	CITY HALL DESIGN/CON	06/01/2013	8,332.43		01.13.820.00
Total BARANSKI, HAMMER,				8,332.43		
CARD SERVICE CENTER						
CARD SERVICE CENTER		119840				
061713	1 Inv	ILCMA DUES	06/17/2013	220.75		01.11.561.00
061713	2 Inv	MAYOR'S DISCRETIONAF	06/17/2013	250.00		01.11.929.01
061713	3 Inv	TOOLS	06/17/2013	511.99		01.41.653.00
061713	4 Inv	TOOLS	06/17/2013	30.12		01.41.653.00
061713	5 Inv	PARK IMPROVEMENTS	06/17/2013	56.08		17.52.820.06
061713	6 Inv	VERIFONE SUPPORT	06/17/2013	155.00		53.48.541.01

CITY OF GALENA

Invoice Register
Input Date(s): 06/11/2013 - 06/30/2013

Page: 2
Jun 20, 2013 10:47am

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
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CNA SURETY						
CNA SURETY		886				
052413	1 Inv	NOTARY PUBLIC BOND	05/24/2013	30.00		01.21.651.00
Total CNA SURETY				30.00		
DAN'S AERIAL SERVICE						
DAN'S AERIAL SERVICE		119789				
3790	1 Inv	TREE REMOVAL	06/09/2013	540.00		01.41.517.02
Total DAN'S AERIAL SERVICE				540.00		
DEARBORN NATIONAL LIFE INS. CO						
DEARBORN NATIONAL LIFE INS. CO		119500				
061013	1 Inv	EMPLOYEE LIFE INSURA	06/10/2013	251.74		01.13.452.00
Total DEARBORN NATIONAL LIFE INS. CO				251.74		
DIXON, R. K. CO.						
DIXON, R. K. CO.		1				
875698	1 Inv	COPIES MADE	05/30/2013	178.33		01.13.579.00
Total DIXON, R. K. CO.				178.33		
DOIG, KATHLEEN						
DOIG, KATHLEEN		119339				
588739	1 Inv	MARKET HOUSE RESTRC	06/18/2013	290.00		01.13.511.06
Total DOIG, KATHLEEN				290.00		
eLIFEGUARD						
eLIFEGUARD		119302				
44585	1 Inv	STAFF UNIFORMS	06/04/2013	91.26		59.55.691.04
Total eLIFEGUARD				91.26		
FARNER BOCKEN COMPANY						
FARNER BOCKEN COMPANY		792				
2177654	1 Inv	FOOD	06/06/2013	973.24		59.55.652.05
2196241	1 Inv	FOOD	06/13/2013	1,158.82		59.55.652.05
Total FARNER BOCKEN COMPANY				2,132.06		
FELD FIRE						
FELD FIRE		119879				
0244221	1 Inv	SCBA	06/06/2013	8,072.58		22.22.844.01
Total FELD FIRE				8,072.58		
G & K SERVICES						
G & K SERVICES		532				
053113	1 Inv	UNIFORM SERVICES	05/31/2013	520.36		01.41.579.02

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Total G & K SERVICES				520.36		
GALENA STATE BANK						
GALENA STATE BANK		820				
061513	1 Inv	WINERY LOT LOAN PAYM	06/15/2013	3,129.14		60.01.710.08
061513	2 Inv	PHASE 7 LOAN	06/15/2013	3,944.69		60.01.710.09
Total GALENA STATE BANK				7,073.83		
GALL'S, INC.						
GALL'S, INC.		712				
000687045	1 Inv	UNIFORMS/KIM	06/06/2013	256.29		01.21.471.15
Total GALL'S, INC.				256.29		
HEALTHCARE SERVICE CORPORATION						
HEALTHCARE SERVICE CORPORATI		118931				
060113	1 Inv	HSA/FAMILY/EMPLOYEE	06/01/2013	2,319.00		01.218.0
060113	2 Inv	PPO/BLUE CROSS BLUE	06/01/2013	388.00		01.218.0
060113	3 Inv	HEALTH INSURANCE	06/01/2013	19,325.47		01.13.451.00
060113	4 Inv	WESTEMEIER/INSURANC	06/01/2013	727.24		78.32.464.02
Total HEALTHCARE SERVICE CORPORATION				22,759.71		
HOLLAND HEATING, AIR COND						
HOLLAND HEATING, AIR COND		99				
36218	1 Inv	REPAIRS	06/03/2013	537.90		59.55.511.02
Total HOLLAND HEATING, AIR COND				537.90		
HOLLAND PLUMBING, INC.						
HOLLAND PLUMBING, INC.		964				
121568	1 Inv	RESTROOM/CONCESSIO	06/12/2013	266.53		17.52.820.06
121569	1 Inv	REPAIRS	06/12/2013	341.43		01.13.511.06
151570	1 Inv	DRINKING FOUNTAIN RE	06/12/2013	22.23		01.13.511.01
Total HOLLAND PLUMBING, INC.				630.19		
HORN, SELENA						
HORN, SELENA		119889				
061613	1 Inv	DEPOSIT REFUND	06/16/2013	200.00		58.54.929.00
Total HORN, SELENA				200.00		
ICMA						
ICMA		119444				
061513	1 Inv	DUES	06/15/2013	718.00		01.11.561.00
Total ICMA				718.00		
ILLINOIS STATE POLICE						
ILLINOIS STATE POLICE		1152				
053113	1 Inv	BACKGROUND CHECK	05/31/2013	31.50		01.21.549.00

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Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total ILLINOIS STATE POLICE				31.50		
INTERNATIONAL CODE COUNCIL, IN						
INTERNATIONAL CODE COUNCIL, IN		723				
060413	1 Inv	DUES	06/04/2013	125.00		01.46.561.00
Total INTERNATIONAL CODE COUNCIL, IN				125.00		
J & R RENTAL						
J & R RENTAL		1014				
0020041	1 Inv	EQUIPMENT	06/13/2013	101.75		17.52.514.00
Total J & R RENTAL				101.75		
J & R SUPPLY INCORPORATED						
J & R SUPPLY INCORPORATED		951				
1306481	1 Inv	STORM SEWER	06/13/2013	865.60		01.41.514.06
Total J & R SUPPLY INCORPORATED				865.60		
JDWI						
JDWI		235				
38580	1 Inv	SR CIT TRANSPORT	05/31/2013	830.00		01.13.542.00
Total JDWI				830.00		
JO CARROLL ENERGY, INC.						
JO CARROLL ENERGY, INC.		397				
061513	1 Inv	ELECTRIC	06/15/2013	506.03		15.41.572.00
061513	2 Inv	PUBLIC WORKS/ELECTR	06/15/2013	211.63		01.41.571.01
061513	3 Inv	PARKS/ELECTRIC	06/15/2013	228.01		17.52.571.01
061513	4 Inv	POOL/ELECTRIC	06/15/2013	300.79		59.55.571.01
Total JO CARROLL ENERGY, INC.				1,246.46		
JO DAVIESS CTY ANIMAL CONTROL						
JO DAVIESS CTY ANIMAL CONTROL		437				
114	1 Inv	DOG PICK UP	06/03/2013	70.00		01.21.540.00
Total JO DAVIESS CTY ANIMAL CONTROL				70.00		
JO DAVIESS CTY CLERK/RECORDER						
JO DAVIESS CTY CLERK/RECORDER		393				
060413	1 Inv	RECORDING FEES	06/04/2013	109.00		01.14.554.00
Total JO DAVIESS CTY CLERK/RECORDER				109.00		
JO DAVIESS CTY COLLECTOR						
JO DAVIESS CTY COLLECTOR		563				
061513	1 Inv	2012 GREEN ST. TAXES	06/15/2013	5,721.90		01.13.579.03
061513	2 Inv	PROPERTY TAX - STAND	06/15/2013	11.92		51.42.929.00
061513	3 Inv	PROPERTY TAX - TOWEF	06/15/2013	1,823.70		51.42.929.00

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Total JO DAVIESS CTY COLLECTOR				7,557.52		
JO DAVIESS CTY SHERIFF						
JO DAVIESS CTY SHERIFF		116				
13-249	1 Inv	ID CARD FOR KIM	06/03/2013	5.00		01.21.651.00
Total JO DAVIESS CTY SHERIFF				5.00		
JOHN DEERE FINANCIAL						
JOHN DEERE FINANCIAL		119690				
061513	1 Inv	SUPPLIES	06/15/2013	295.93		01.41.652.00
Total JOHN DEERE FINANCIAL				295.93		
LAWSON PRODUCTS, INC.						
LAWSON PRODUCTS, INC.		627				
9301693841	1 Inv	MISC.	06/01/2013	257.36		20.25.652.02
9301711019	1 Inv	SUPPLIES	06/10/2013	47.11		01.41.652.00
9301714256	1 Inv	SUPPLIES	06/11/2013	338.20		01.41.652.00
Total LAWSON PRODUCTS, INC.				642.67		
LEWIS, CHRISTOPHER A.						
LEWIS, CHRISTOPHER A.		748				
061513	1 Inv	CONFERENCE	06/15/2013	120.00		01.45.563.00
Total LEWIS, CHRISTOPHER A.				120.00		
LEXISNEXIS RISK DATA MGMT. INC						
LEXISNEXIS RISK DATA MGMT. INC		376				
053313	1 Inv	INVESTIGATIONS PROG	05/31/2013	29.00		01.21.652.03
Total LEXISNEXIS RISK DATA MGMT. INC				29.00		
MAILFINANCE						
MAILFINANCE		119741				
H4021500	1 Inv	POSTAGE METER	06/04/2013	396.81		01.13.579.02
Total MAILFINANCE				396.81		
MEDICAL ASSOCIATES CLINIC						
MEDICAL ASSOCIATES CLINIC		1120				
061513	1 Inv	PHYSICALS	06/15/2013	153.00		22.22.929.00
Total MEDICAL ASSOCIATES CLINIC				153.00		
MONTGOMERY TRUCKING						
MONTGOMERY TRUCKING		133				
95317	1 Inv	REFUSE HANDLING CON	06/01/2013	13,408.20		13.44.540.04
95317	2 Inv	RECYCLING CONTRACT	06/01/2013	4,641.30		13.44.540.00
95317	3 Inv	DUMPSTERS	06/01/2013	328.50		01.41.573.00
Total MONTGOMERY TRUCKING				18,378.00		
MOTOROLA SOLUTIONS - STARCOM						

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MOTOROLA SOLUTIONS - STARCOM							
060113	1 Inv	119812	MONTHLY RATE FOR ST,	06/01/2013	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM					10.00		
MURRAY, B. L. CO. INC.							
MURRAY, B. L. CO. INC. 135							
79544	1 Inv		RESTROOMS	05/21/2013	52.20		17.52.652.00
79844	1 Inv		RESTROOMS	06/12/2013	134.60		17.52.652.00
Total MURRAY, B. L. CO. INC.					186.80		
NAPA AUTO PARTS							
NAPA AUTO PARTS 79							
053113	1 Inv		MISC. PARTS	05/31/2013	102.52		17.52.514.00
053113	2 Inv		MISC. PARTS	05/31/2013	67.98		01.41.613.11
Total NAPA AUTO PARTS					170.50		
NICOR							
NICOR 151							
061513	1 Inv		POOL-GAS	06/15/2013	191.77		59.55.571.02
Total NICOR					191.77		
NIEMAN, NIKII							
NIEMAN, NIKII 119888							
060913	1 Inv		DEPOSIT REFUNDS	06/09/2013	200.00		58.54.929.00
Total NIEMAN, NIKII					200.00		
PEERLESS SERVICE CO.							
PEERLESS SERVICE CO. 119866							
5618	1 Inv		WELL 6 PUMP CHLORINA	06/06/2013	1,840.00		51.42.512.00
Total PEERLESS SERVICE CO.					1,840.00		
PETITGOUT CORPORATION							
PETITGOUT CORPORATION 689							
6889	1 Inv		BALL PARK LIGHTS	06/14/2013	165.04		17.52.820.06
6890	1 Inv		JULIE LOCATE	06/14/2013	112.50		01.41.549.00
Total PETITGOUT CORPORATION					277.54		
PETTY CASH/CITY HALL							
PETTY CASH/CITY HALL 161							
061513	1 Inv		MISC. SUPPLIES	06/15/2013	8.73		01.11.563.00
061513	2 Inv		MISC. SUPPLIES	06/15/2013	20.32		01.13.651.02
061513	3 Inv		MISC.	06/15/2013	9.77		01.13.651.02
061513	4 Inv		JANITOR SUPPLIES	06/15/2013	7.00		01.13.654.00
061513	5 Inv		TRAVEL REIMBURSEMEN	06/15/2013	19.42		01.41.563.00
Total PETTY CASH/CITY HALL					65.24		
PETTY CASH/POLICE DEPT.							
PETTY CASH/POLICE DEPT. 163							

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061813	1 Inv		POSTAGE	06/18/2013	7.77		01.21.551.00
061813	2 Inv		MISC. SUPPLIES	06/18/2013	28.88		01.21.652.02
Total PETTY CASH/POLICE DEPT.					36.65		
QUILL CORP.							
QUILL CORP. 686							
3115296	1 Inv		OFFICE SUPPLIES/POLIC	06/04/2013	143.97		01.21.651.00
Total QUILL CORP.					143.97		
RIVER CITY PAVING							
RIVER CITY PAVING 56							
4300008737	1 Inv		COLD PATCH	06/13/2013	695.40		15.41.614.00
Total RIVER CITY PAVING					695.40		
SECURITY PRODUCTS OF DUBUQUE							
SECURITY PRODUCTS OF DUBUQUE 119890							
021113	1 Inv		CITY HALL SECURITY	02/11/2013	687.50		01.13.820.00
050813	1 Inv		CITY HALL SECURITY	05/08/2013	1,972.50		01.13.820.00
Total SECURITY PRODUCTS OF DUBUQUE					2,660.00		
SOAT, TIM							
SOAT, TIM 119558							
060413	1 Inv		MOWING	06/04/2013	80.00		51.42.929.00
Total SOAT, TIM					80.00		
STEEL MART							
STEEL MART 567							
303999	1 Inv		GRANT PARK DOG FOUN	06/17/2013	42.85		17.52.652.00
Total STEEL MART					42.85		
STEPHENSON SERVICE CO.							
STEPHENSON SERVICE CO. 119230							
061313	1 Inv		FUEL	06/13/2013	922.94		17.52.655.03
Total STEPHENSON SERVICE CO.					922.94		
SUPERIOR WELDING SUPPLY							
SUPERIOR WELDING SUPPLY 181							
D158746	1 Inv		WELDING SUPPLIES	06/05/2013	56.78		01.41.652.02
Total SUPERIOR WELDING SUPPLY					56.78		
TRI-STATE SCREEN PRINTING							
TRI-STATE SCREEN PRINTING 119187							
10451	1 Inv		UNIFORMS/NATHAN	06/04/2013	15.25		01.21.471.15
10471	1 Inv		SAFETY SHIRTS	05/20/2013	85.00		17.52.652.00
10571	1 Inv		UNIFORMS/TOM MEYERS	06/04/2013	9.90		01.21.471.15
10603	1 Inv		UNIFORMS/ERIC	06/12/2013	18.90		01.21.471.15

Invoice No	Vendor Name Seq Type	Vendor No	Description	Inv Date	Total Cost	PO No	GL Acct
Total TRI-STATE SCREEN PRINTING					129.05		
US BANK & TRUST							
US BANK & TRUST			538				
061513	1 Inv		EPA LOAN PAYMENT	06/15/2013	160,697.50		52.43.716.00
061513	2 Inv		2012B BOND INTEREST	06/15/2013	3,110.00		52.43.742.01
061513	3 Inv		2012B BOND INTEREST	06/15/2013	3,157.50		60.01.720.11
061513	4 Inv		2012B BOND INTEREST	06/15/2013	2,650.00		60.41.720.05
061513	5 Inv		2012A BOND INTEREST	06/15/2013	4,820.00		60.52.720.17
061513	6 Inv		2012A BOND INTEREST	06/15/2013	1,290.00		60.52.721.17
061513	7 Inv		2012A BOND INTEREST	06/15/2013	5,550.00		60.01.720.07
061513	8 Inv		2012A BOND INTEREST	06/15/2013	20,740.00		60.61.721.02
061513	9 Inv		2012A BOND INTEREST	06/15/2013	2,100.00		59.55.710.00
Total US BANK & TRUST					204,115.00		
US BANK (SAFEBOX)							
US BANK (SAFEBOX)			391				
053113	1 Inv		SAFE DEPOSIT BOX	05/31/2013	70.00		01.13.570.00
Total US BANK (SAFEBOX)					70.00		
VALLEY PERENNIALS							
VALLEY PERENNIALS			118994				
10676	1 Inv		GRANT PARK FLOWERS	06/01/2013	319.37		17.52.820.06
10678	1 Inv		SYMPATHY FLOWERS	06/06/2013	40.00		01.11.929.01
Total VALLEY PERENNIALS					359.37		
VOSS SIGNS							
VOSS SIGNS			1178				
S-153717	1 Inv		TRAFFIC SIGNS	06/07/2013	145.00		01.41.652.04
Total VOSS SIGNS					145.00		
WAL-MART COMMUNITY (CC)							
WAL-MART COMMUNITY (CC)			1258				
061513	1 Inv		MISC. SUPPLIES	06/15/2013	117.47		01.21.651.00
061513	2 Inv		MISC. SUPPLIES	06/15/2013	71.64		01.21.652.03
061513	3 Inv		MISC. SUPPLIES	06/15/2013	37.28		01.41.471.09
061513	4 Inv		MISC. SUPPLIES	06/15/2013	33.67		01.41.563.00
061513	5 Inv		MISC. SUPPLIES	06/15/2013	9.76		01.41.613.10
061513	6 Inv		MISC. SUPPLIES	06/15/2013	69.50		01.41.652.00
061513	7 Inv		MISC. SUPPLIES	06/15/2013	42.06		59.55.511.02
061513	8 Inv		MISC. SUPPLIES	06/15/2013	38.10		59.55.652.04
061513	9 Inv		MISC. SUPPLIES	06/15/2013	38.74		59.55.652.05
061513	10 Inv		MISC. SUPPLIES	06/15/2013	176.03		59.55.654.00
Total WAL-MART COMMUNITY (CC)					634.25		
WEBER PAPER COMPANY							
WEBER PAPER COMPANY			40				
531026	1 Inv		JANITOR SUPPLIES	06/06/2013	94.10		01.13.654.00
531875	1 Inv		JANITOR SUPPLIES	06/13/2013	51.15		59.55.654.00

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total WEBER PAPER COMPANY				145.25		
WEX BANK (CONNOCO)						
WEX BANK (CONNOCO) 119104						
061213	1 Inv	BUILDING-GAS	06/12/2013	118.76		01.46.655.00
061213	2 Inv	FIRE-GAS	06/12/2013	98.44		22.22.655.00
061213	3 Inv	PUBLIC WORKS-GAS	06/12/2013	365.19		01.41.655.00
061213	4 Inv	POLICE-GAS	06/12/2013	1,703.06		01.21.655.00
061213	5 Inv	PARKS-GAS	06/12/2013	170.89		17.52.655.03
Total WEX BANK (CONNOCO)				2,456.34		
WEX BANK (MURPHY)						
WEX BANK (MURPHY) 119102						
061513	1 Inv	PUBLIC WORKS/GAS	06/15/2013	1,313.97		01.41.655.00
061513	2 Inv	FIRE DEPARTMENT/GAS	06/15/2013	15.70		22.22.655.00
Total WEX BANK (MURPHY)				1,329.67		
WHITE, JUDY						
WHITE, JUDY 1204						
061513	1 Inv	TURNER HALL JANITORI	06/15/2013	350.00		58.54.536.00
Total WHITE, JUDY				350.00		
WIZARD COMPUTERS INC						
WIZARD COMPUTERS INC 666						
12711	1 Inv	COMPUTER MAINTENAN	06/15/2013	112.50		01.21.549.00
Total WIZARD COMPUTERS INC				112.50		
ZARNOTH BRUSH WORKS INC.						
ZARNOTH BRUSH WORKS INC. 212						
0144236	1 Inv	SWEEPER	05/23/2013	128.25		01.41.613.11
0144366	1 Inv	SWEEPER	05/31/2013	128.25		01.41.613.11
Total ZARNOTH BRUSH WORKS INC.				256.50		
Grand Total:				304,300.66		

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 Vendor Number Hash - Split: 5423626
 Total Number of Invoices: 82
 Total Number of Transactions: 137

Terms Description	Invoice Amt	Net Inv Amt
Open Terms	304,300.66	304,300.66
	304,300.66	304,300.66