



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JUNE 10, 2013

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

ITEM	DESCRIPTION
13C-0223.	Call to Order by Presiding Officer
13C-0224.	Roll Call
13C-0225.	Establishment of Quorum
13C-0226.	Pledge of Allegiance
13C-0227.	Reports of Standing Committees
13C-0228.	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 CA13-11

ITEM	DESCRIPTION	PAGE
13C-0229.	Approval of the Minutes of the Special City Council Meeting of May 15, 2013 and the Regular City Council Meeting of May 28, 2013	3-13
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 9 th Annual Fun Walk/Run.	14
13C-0231.	First Reading of an Ordinance Amending Chapter 111.20 to Extend the Class P Liquor License to Small Inns	15-16
13C-0232.	Approval of Adoption Agreement for 457(b) Deferred Compensation Plan	17-25

UNFINISHED BUSINESS

None.

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
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)	26-28
13C-0234.	Discussion and Possible Action on a Contract for the Magazine Street Retaining Wall Project	29-31
13C-0235.	Discussion and Possible Action on a Construction Contract for the City Hall Relocation Project	32
13C-0236.	Discussion and Possible Action on Contracts for Audio Visual, Furniture, Telephone, Computer Network, and Security System for the City Hall Relocation Project	33-36
13C-0237.	Discussion and Possible Action on Renewal of Garbage and Recycling Contracts with Montgomery Trucking	37-66
13C-0238.	Discussion and Possible Action on Acceptance of Bids for Unit Prices on Various Infrastructure Work	67-68
13C-0239.	Warrants	69-77
13C-0240.	Alderspersons' Comments	
13C-0241.	City Administrator's Report	
13C-0242.	Mayor's Report	
13C-0243.	Motion for Executive Session Including: <ul style="list-style-type: none"> • Section 2 © (1) – Employee hiring, firing, compensation, discipline and performance. • Section 2 © (21) Review of Executive Session Minutes 	
13C-0244.	Discussion and Possible Action on Employee Hiring and Compensation	--
13C-0245.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Zoning Board of Appeals	Wed. June 12	6:30 P.M.	City Hall
Historic Preservation Comm.	Thurs. June 20	6:30 P.M.	City Hall
City Council	Mon. June 24	6:30 P.M.	City Hall

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF 15 MAY 2013

13C-0187 - CALL TO ORDER

Mayor Terry Renner called the special meeting to order at 6:30 p.m. in the Board Chambers at 312½ North Main Street on 15 May 2013.

13C-0188 - ROLL CALL

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

Absent: Painter

13C-0189 - ESTABLISHMENT OF QUORUM

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

13C-0190 - PLEDGE OF ALLEGIANCE

The Pledge was recited.

13C-0191 - REPORTS OF STANDING COMMITTEES

No reports.

13C-0192 - PUBLIC COMMENTS

There were no public comments.

NEW BUSINESS

13C-0193 - FIRST READING OF AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS FOR BONDED INDEBTEDNESS KNOWN AS THE 2012A BONDS

Motion: Greene moved, seconded by Fach, to approve the first reading of the ordinance abating certain taxes for the 2012A bonds, to waive the second reading, and adopt the ordinance.

Discussion: City Administrator, Mark Moran, explained the purpose of the ordinance is to notify the County Clerk that sufficient revenues are available from sources other than real estate taxes to pay the debt service on the bonds for tax year 2012. The ordinance instructs the County Clerk to not levy or abate the real estate taxes for debt service.

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

The motion carried.

13C-0194 - FIRST READING OF AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS FOR BONDED INDEBTEDNESS KNOWN AS THE 2012B BONDS

Motion: Fach moved, seconded by Greene, to approve the first reading of the ordinance abating certain taxes for the 2012A bonds, to waive the second reading, and adopt the ordinance.

Discussion: There was no discussion.

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

The motion carried.

13C-0195 - DISCUSSION AND POSSIBLE ACTION ON OTHER BOND ABATEMENT REQUIREMENTS

Motion: Greene moved, seconded by Lincoln, to approve the first reading of the ordinance abating certain taxes for the 2010 Sewer Bonds, to waive the second reading, and adopt the ordinance.

Discussion: There was no discussion.

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

The motion carried.

13C-0196 - ADJOURNMENT

Motion: Greene moved, seconded by Lincoln to adjourn the meeting.

Discussion: None.

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

The motion carried.

Meeting recessed at 6:29 pm.

Respectfully submitted,



Mark Moran
City Administrator

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 28 MAY 2013

13C-0197 – CALL TO ORDER

Mayor Pro-tem LaVerne Greene called the regular meeting to order at 6:30 p.m. in the Board Chambers at 312½ North Main Street on 28 May 2013.

13C-0198 – ROLL CALL

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

Absent: Renner

13C-0199 – ESTABLISHMENT OF QUORUM

Mayor Pro-tem Greene announced a quorum of Board members present to conduct City business.

13C-0200 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

13C-0201 - REPORTS OF STANDING COMMITTEES

None.

13C-0202 – PUBLIC COMMENTS

Jerry Murdock, 1005 Campbell Street – Murdock urged the Council to consider doing something to control the deer population.

Rick Pariser, 113 S. High Street – Pariser voiced concern with some recent vandalism in town. He questioned if something is being done and requested someone with first-hand knowledge give a brief report at a future meeting to let citizens know.

Dave Hoeffler, 1002 N. Division Street – Hoeffler expressed concern with the deer population stating there are safety issues as well as a disease concern. He urged the Council to find a way to curtail the problem.

Kathy Pearson, 715 McBreems Lane – Pearson agreed with the previous comments with regard to the deer population. She too urged the Council to consider action to reduce the deer population.

PUBLIC HEARING

Motion: Fach moved, seconded by Painter, to open the public hearing on the possibility of controlling the deer population in the City Limits.

Discussion: None.

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

The motion carried.

13C-0203 – PUBLIC HEARING ON THE POSSIBILITY OF CONTROLLING THE DEER POPULATION IN THE CITY LIMITS

Testimony: None.

Motion: Fach moved, seconded by Painter, to close the public hearing on the possibility of controlling the deer population in the City Limits.

Discussion: None.

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

The motion carried.

Motion: Fach moved, seconded by Painter, to open the public hearing on an Annexation Agreement with Lloyd Gronner for a 0.345 acre parcel adjacent to 1015 Spring Street (former Ron’s Amoco).

Discussion: None.

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

The motion carried.

13C-0204 – PUBLIC HEARING ON AN ANNEXATION AGREEMENT WITH LLOYD GRONNER FOR A 0.345 ACRE PARCEL ADJACENT TO 1015 SPRING STREET (FORMER RON’S AMOCO)

City Attorney Nack swore in those wishing to testify.

Testimony: Sam Roti, Applicant, stated he is proposing the annexation. The annexation is to expand the former Ron’s Amoco property to a more marketable site for general commercial. Painter questioned Roti if he had any similar projects in terms of development. Roti advised his background is broad in real estate. His last project was a 57 story condo in downtown Chicago. He stated he has pretty much done everything in between but never anything this small. He feels it will be a nice improvement for the town.

Motion: Fach moved, seconded by Bernstein, to close the public hearing on an Annexation Agreement with Lloyd Gronner for a 0.345 acre parcel adjacent to 1015 Spring Street (former Ron’s Amoco).

Discussion: None.

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

The motion carried.

Motion: Fach moved, seconded by Painter, to adjourn as the City Council and reconvene as the Liquor Commission.

Discussion: None.

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

The motion carried.

LIQUOR COMMISSION

13C-0205 – DISCUSSION AND POSSIBLE ACTION ON AN APPLICATION BY WAL-MART SUPERCENTER #5044, 10000 BARTELL BOULEVARD, FOR A CHANGE OF CORPORATION LIQUOR LICENSE MANAGER TO MELISSA MCCULLY

Motion: Painter moved, seconded by Fach, to approve the application by Wal-Mart Supercenter #5044, 10000 Bartell Boulevard, for a change of Corporation Liquor License Manager to Melissa McCully.

Discussion: None.

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

The motion carried.

Motion: Fach moved, seconded by Painter, to adjourn as the Liquor Commission.

Discussion: None.

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

The motion carried.

Motion: Painter moved, seconded by Fach, to reconvene as the City Council.

Discussion: None.

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

The motion carried.

CONSENT AGENDA CA13-10

13C-0206 – APPROVAL OF MINUTES OF THE MAY 13, 2013 CITY COUNCIL MEETING

13C-0207 – SECOND READING AND POSSIBLE APPROVAL OF AN ORDINANCE DESIGNATING SURPLUS PROPERTY

13C-0208 – APPROVAL OF FIRE INSPECTOR HOURLY PAY7 RATE OF \$13.50 PER HOUR

13C-0209 – APPROVAL OF THE APRIL 2013 FINANCIAL REPORT

Motion: Lincoln moved, seconded by Kieffer, to approve Consent Agenda CA13-10 as presented.

Discussion: None.

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

The motion carried.

UNFINISHED BUSINESS

13C-0153 – DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF A CONTRACT FOR GRANT PARK GAZEBO RESTORATION

Option 1:	
Scrape ceiling, not paint removal	\$- 3,400.00
Replace column bases, not repair	\$- 450.00
Less sanding at ceiling	\$- 500.00
Keep existing steps	\$- 7,455.00
No concrete work	\$- 2,490.00
Total Savings	\$14,295.00

Motion: Painter moved, seconded by Fach to approve the contract for the Grant Park Gazebo Restoration using Option 1, item 13C-0153.

Discussion: Painter stated she is concerned with not going ahead with the replacement of the steps with a more aesthetic option; however, she understands the need to get started. It is her hopes we might get this going with the funds we have along with the funds from the Community Fund of Galena and that at some point in the future we might look at getting the step improvements in a future budget.

Bernstein questioned if it is in fact less expensive to replace the column bases vs. repairing them. Johnson explained the column bases are rotted out and to repair them would require removing the bad wood and putting in a wood epoxy which would become more expensive.

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

The motion carried.

13C-0177 – DISCUSSION AND POSSIBLE ACTION ON THE POSSIBILITY OF CONTROLLING THE DEER POPULATION IN THE CITY LIMITS

Motion: Fach moved, seconded by Painter, to continue to do research on the basis of doing some kind of controlling of the deer numbers in the city.

Discussion: Painter questioned if there are any legal boundaries we need to be aware of. Nack advised there are several that would need to be looked into.

Council agreed they would like to bring in someone from the Department of Natural Resources to get an idea and prospective on what we need to do as a municipality. Council agreed to assess the situation to determine how to effectively handle it.

Bernstein suggested exploring the possibility of expanding the limit on the number of deer during the hunting season rather than addressing this in the municipality.

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

The motion carried.

NEW BUSINESS

13C-0120 – MONTHLY REPORT BY ENVIRONMENTAL MANAGEMENT CORPORATION (EMC)

Saylor reported Well #6 is back on file. A sales representative recommended a product called Earth Tech and it worked!

Saylor announced he has been working with American Water to hire a summer intern, Andrew Schuler. Schuler is a local boy pursuing his degree. In order to receive it, he needs to do an internship. This is a program American Water will look at in the future.

Lincoln questioned if there were going to be some needed inspections and or repair to Well #5. Saylor advised while it probably took a little bit of the life out of the pump, it is working fine.

Fach questioned how the buildings were metered for electricity. Saylor advised all buildings are metered separately.

13C-0211 – DISCUSSION AND POSSIBLE ACTION ON FESTIVAL PERMIT APPLICATION BY TRI-STATE HISTORICAL PRESENTATIONS, MARCEL DIDIER, EVENT COORDINATOR, FOR A CIVIL WAR ENCAMPMENT IN DEPOT PARK, APRIL 25, 26, AND 27 2014 AND AUGUST 21, 22 AND 23, 2015

Motion: Painter moved, seconded by Fach, to approve the festival permit application by Tri-State Historical Presentations, Marcel Didier, for a Civil War Encampment in Depot Park, April 25, 26 and 17, 2014 and august 21, 22 and 23, 2015.

Discussion: Council voiced some concern with approving a festival so far in advance. Didier advised the August dates for 2015 mark the 150th anniversary of Grant's triumph and return to Galena. They are in the process of planning a big event which takes a lot of planning.

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

The motion carried.

13C-0212 – DISCUSSION AND POSSIBLE ACTION ON A REQUEST BY STILLMAN INN TO AMEND THE CODE OF ORDINANCES TO INCLUDE SMALL INNS AS AN ELIGIBLE APPLICANT FOR THE CLASS P LIQUOR LICENSE

Motion: Painter moved, seconded by Fach, to approve the request by Stillman Inn to amend the Code of Ordinances to include Small Inns as an eligible applicant for the Class P Liquor License.

Discussion: None.

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

The motion carried.

13C-0213 – DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH LLOYD GRONNER FOR 0.345 ACRES

Motion: Painter moved, seconded by Kieffer, to approve the first reading and waive the second reading of an ordinance authorizing the execution of an annexation agreement with Lloyd Gronner for 0.315 acres, item 13C-0213.

Discussion: None.

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

The motion carried.

13C-0214 – DISCUSSION AND POSSIBLE ACTION ON ZONING CALENDAR NO. 13A-01, AN APPLICATION BY SAM ROTI TO REZONE 0.335 ACRES IMMEDIATELY SOUTH OF 1015 SPRING STREET FROM COUNTY AGRICULTURAL TO CITY OF GALENA GENERAL COMMERCIAL

Motion: Painter moved, seconded by Bernstein, to approve Zoning Calendar No. 13A-01, an application by Sam Roti to rezone 0.335 acres immediately south of 1015 Spring Street from County Agricultural to City of Galena General Commercial, item 13C-0214.

Discussion: None.

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

The motion carried.

13C-0215 – DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF AN ORDINANCE ANNEXING 0.345 ACRES AS PETITIONED BY LLOYD GRONNER

Motion: Bernstein moved, seconded by Kieffer, to approve the first reading and waive the second reading of an ordinance annexing 0.345 acres as petitioned by Lloyd Gronner, item 13C-0215.

Discussion: None.

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

The motion carried.

13C-0216 – DISCUSSION AND POSSIBLE ACTION ON ZONING CALENDAR NO. 13PDA-01, AN APPLICATION BY THE JO DAVIESS COUNTY WORKSHOP FOR A MAP AMENDMENT TO AMEND THE DEFAULT ZONING OF THE PROPERTY AT 708 S. WEST STREET FROM

HEAVY INDUSTRIAL TO NEIGHBORHOOD COMMERCIAL FOR THE BUILDING KNOWN AS THE PUBLIC SERVICE BUILDING AT THE SITE

Motion: Fach moved, seconded by Lincoln, to approve Zoning Calendar No. 13PDA-01, an application by the Jo Daviess County Workshop for a map amendment to amend the default zoning of the property at 708 S. West Street from heavy industrial to neighborhood commercial for the building known as the Public Service Building at the site.

Discussion: They are requesting this change in order to be able to sell shirts and/or wares out of this building.

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

The motion carried.

13C-0217 – WARRANTS

Motion: Fach moved, seconded by Painter, to approve the Warrants as presented, item 13C-0217.

Discussion: None.

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

The motion carried.

13C-0218 – ALDERPERSONS’ COMMENTS

Thank you – Painter thanked Craig Albaugh for his years of service and wished him “Happy Fishing”.

Vegetation – Fach advised he has received a complaint about the vegetation encroaching on South High Street between Highway 20 and Gear Street.

Power Outage – Fach voiced concern when we had the power outage he called City Hall to find out what was going on and no one could answer the phone nor could the Police Department. He voiced concern with the phone system going down during a power outage.

Safe Room – Fach feels it would be nice to have a space within the new City Hall that would be deemed a safe room where in the event of a tornado staff could retire to and not be in jeopardy of being bombarded by flying objects. He also recommended looking at the possibility of mandating that new construction provide within the structure a safe room for people to retire.

Emergency Generating Capacity – Fach stated he would like to have a tour of our Emergency Generating Capacity. He feels the Council should be aware of where these generators are and should see them fired up to get a real feel about what we have to provide the people of Galena when something does happen to us.

NOAH Weather Radios – Fach stated it would be nice if we could find a grant to give every household in Galena a NOAH Weather Radio.

13C-0219 – CITY ADMINISTRATOR’S REPORT

City Hall Project – Moran reported the City Hall Project is coming along. Bids are due back Monday. Four general contractors and several subs have taken out plan sets.

Zoning Administrator Search – Moran reported the search is ongoing. He hopes to wrap it up by the end of the week.

Website Redesign – Moran reported the redesign is going well. He hopes to have everything up and running this Friday. While the site won’t be 100 percent complete, it will be close.

Phones – Moran advised the phones at City Hall do have a battery backup which lasted for a while.

Safe Room – Moran advised he will check into the possibility of a safe room at the new City Hall.

13C-0220 – MAYOR’S REPORT

No report.

12C-0221 – MOTION FOR EXECUTIVE SESSION

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

- Purchase or lease of real estate, Section 2 (c) (5)
- Pending, probable or imminent litigation , Section 2 (c) (11)
- Review of Executive Session Minutes, Section 2 (c) (21)

Discussion: None.

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

The motion carried.

The meeting recessed at 7:25.

The meeting reconvened at 8:08.

13C-0222 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 8:08 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Beth Hyde". The signature is written in a cursive, slightly slanted style.

Mary Beth Hyde
City Clerk



One Medical Center Drive • Galena, Illinois 61036
Phone: (815) 777-1340 Fax: (815) 776-7274
www.MidwestMedicalCenter.org

May 30, 2013

Mr. Mark Moran and Members of the Galena City Council;

It is the intention of Midwest Medical Center and the Midwest Health & Fitness Center to conduct its 9th Annual Fun Walk/Run on Saturday, October 5th, 2013. We would like to gain permission from the City to utilize the Galena Trail as in years past. The walk would once again be held at 9:00 AM, is a 3.1 mile (5K) event, would remain open to the public during the event, and is usually wrapped up and vacated by 11:00 AM.

I am including proof of liability insurance carried by Midwest Medical Center listing the medical center as the primary insurer. Attached is documentation from the insurance provider as you request.

Thank you for your continued support of the Galena Trail system and events such as our walk/run.

P.S. We are coordinating efforts again this year with the Galena Lions Oktoberfest. We have agreed to work together, share the grounds at the depot lot and coordinate our advertising efforts for the benefit of the community we both support.

Make it a Great Day!

Marty Soat, MS
Fitness Director
815-777-4960

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 1/2 North Main Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner & City Council

FROM: Cindy Pepple / Finance Director

DATE: June 3, 2013

RE: 457(b) Deferred Compensation Plan for Governmental Employers

The City of Galena offers employees two choices of 457(b) Deferred Compensation Plans for those employees who choose to participate. The two plans offered are ING and Nationwide. These plans are of no cost to the city and the only contributions made are from payroll deductions as authorized by the employee.

Recently, in an effort to provide more financial planning service to the participating employees in ING, a financial planning representative who lives in our area was added to our plan. Adding this representative prompted the need to update the Adoption Agreement which defines the rules and limits of the 457(b) Deferred Compensation Plan. This agreement has not been updated since the inception of offering the plan through Raymond James Financial Service Inc. It was prudent that it be reviewed and updated.

Mark Moran and I met with David Eaton, our new representative, and produced the attached Adoption Agreement. I respectfully ask that the City Council review and approve this Adoption Agreement in accordance with the requirement that governmental employers keep it on file.

COPY

ING

**SPECIMEN ADOPTION AGREEMENT FOR
457(b) DEFERRED COMENSATION PLAN
FOR GOVERNMENTAL EMPLOYERS**

The undersigned Employer adopts the 457(b) Deferred Compensation Plan for Governmental Employers for those Employees who will qualify as Participants hereunder, to be known as the

City of Galena (Plan #VB2319)
(Enter Plan Name)

It will be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION (Plan Section 1.9)

Name of Employer: City of Galena

Address: 312 1/2 North Main Street
Galena, IL 61036
City State Zip

Telephone Number: 815-777-1050

Employer Identification Number: 36 - 6005888

Location of Employer's Principal Office:

state commonwealth district of _____ other: Galena
and the Plan will be governed in accordance with retirement plan laws of the
Illinois (name of state/commonwealth).

This specimen document includes a number of provisions which are optional, or as part of which there are different options that may be selected. Such provisions are generally indicated in the Adoption Agreement. This does not mean that other provisions may not also be optional, or that other options may not be available. The selection of appropriate options is solely the responsibility of the plan sponsor and should be done only after consulting with the client's own knowledgeable counsel.
(5/1/09)

Employer Fiscal Year:

The 12-consecutive month period commencing on 05/01
[month and day] and ending on 04/30 [month and day].

PLAN INFORMATION

Effective Date:

This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers will:

- establish a new Plan effective as of _____.
- constitute an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer which was effective 03/01/1988. Except as specifically provided in the Plan, the effective date of this amendment and restatement is _____.

Plan Year (Plan Section 1.22):

The 12-consecutive month period commencing on January 1
[month and day] and ending on December 31 [month and day].

Name of Administrator (Plan Section 1.1):

- Employer (Use Employer Address)
- Name(s) Cindy Pepple
Address 312 1/2 North Main Street
Galena, IL 61036
City State Zip
Telephone 815-777-1050
Administrator's I.D. Number 36 - 6005888

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

ELIGIBILITY (Plan Section 2.1)

Eligible Individuals for Purposes of Participant Deferral Contributions:

- All Employees
- All Employees other than the following group or groups of Employees elected below:
 - Nonresident aliens with no U.S. source of income
 - Employees who normally work less than 20 hours per week
 - Students performing services for the Employer whose Compensation is not considered wages under the Federal Insurance Contributions Act ("FICA")
 - Collectively bargained employees

NOTE: The group(s) specified must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals or other authority for the state or local jurisdiction of the Employer.

Leased Employees

For purposes of this section, the term Eligible Individual:

- will will not include any leased employees described in Code Section 414(n).

Independent Contractors

For purposes of this section, the term Eligible Individual:

- Will **not** include Independent Contractors
- Will include all Independent Contractors
- Will include all Independent Contractors other than as specified below:

CONTRIBUTIONS AND ALLOCATIONS

Deferral of Accumulated Sick Pay, Accumulated Vacation Pay and Back Pay (Plan Section 3.1(b)):

Participant may elect to defer (check all that are applicable) to the Plan:

- accumulated sick pay
- accumulated vacation pay
- back pay

Note: any amounts deferred under Section 3.1(b) of the Plan must be consistent with applicable state and local law, including, but not limited to, the terms of any collective bargaining agreements.

Age 50 Plus Catch-Up Contributions (Plan Section 3.3):

Age 50 Plus Catch-Up Contributions will will not be permitted under the Plan.

Transfers into the Plan (Plan Section 3.7):

Transfers into the Plan from an eligible 457 plan sponsored by another governmental employer will will not be permitted.

Rollovers:

Rollover Contributions will will not be permitted under the Plan (Plan Section 3.8).

Normal Retirement Age (Plan Section 1.14):

For purposes of the Special 457 Catch-Up Deferral Election under Section 3.2, Normal Retirement Age will be:

Option 1: Employer determines Normal Retirement Age

The NRA is a range of age(s) beginning at:

- the earliest retirement age at which an individual could receive unreduced benefits under the Employer's defined benefit pension plan
- Age 65
- Other: _____

NOTE: Age specified can be the earlier of age 65 or, if applicable, date above at which a Participant could receive unreduced benefits from Employer's defined benefit pension Plan.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

and ending at:

Age 70½

Other: _____

NOTE 1: Normal Retirement Age cannot be later than age 70 ½.

NOTE 2: Beginning and ending ages may be the same age, if elected by the Employer.

Option 2: Participant determines Normal Retirement Age

o the Normal Retirement Age elected by the Participant that is between:

- the earlier of the earliest retirement age under the Employer's pension plan at which the Participant immediately could receive unreduced retirement benefits or age 65; and
- age 70 ½.

NOTE 3: The Employer is not permitted to have more than one Normal Retirement Age for each Participant under all of the plans under Section 457(b) of the Code that it sponsors.

Normal Retirement Age for Police or Firefighters

For purposes of the Special 457 Catch-Up Deferral Election under Section 3.2, Normal Retirement Age will be:

the earliest retirement age at which an individual could receive unreduced benefits under the Employer's pension plan

Age 40

Age 55

Age 65

Age 70 1/2

Other: _____

NOTE: Age specified for this option generally may not be less than age 40 or more than age 70 ½.

o the Normal Retirement Age elected by the Participant that is between:

- age 40; and
- age 70 ½.

DISTRIBUTIONS

Distribution Options (Plan Section 4.2(c)):

- Joint and Survivor Annuity
- Lump sum
- Immediate or Deferred Annuity (including life annuities and installment payment annuities)
- Systematic distribution option permitted under the Investment Product.
- Other: _____

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

In the event that a Participant does not elect a form of payment at the time that distributions are required to begin in accordance with Section 4.2, any benefits payable to the Participant will be made as follows:

- In the form of an Annuity payable over the Life Expectancy of the Participant that meets the requirements of Section 401(a)(9) of the code
- Lump sum
- Other: _____

Death Benefits Payable to Beneficiary (Plan Section 4.3(d)):

Amounts payable to the Beneficiary may be elected by the Beneficiary in the following forms of benefit payment:

- Same distribution options as available to the Participant
- Other:

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

In the event a Beneficiary fails to make an election as to a benefit distribution option, any benefit payable to such Beneficiary will be distributed in accordance with Section 401(a)(9) of the Code.

Rollovers

Distribution of a Participant 457 Rollover Account and a Participant Non-457 Rollover Account (Plan Section 4.1(b)):

Amounts payable under a Participant 457 Rollover Account and a Participant Non-457 Rollover Account will be paid to a Participant:

- Upon attainment of an event as described in Section 4.1
- Upon the request of a Participant
- Other:

Unforeseeable Emergency Withdrawals (Plan Section 4.5):

Unforeseeable Emergency Withdrawals will will not be permitted under the Plan.

If Unforeseeable Emergency withdrawals are allowed by the Plan, the amount eligible for such withdrawals will consist of:

- The Participant Account
- The Participant Deferral Account
- The Participant 457 Rollover Account
- The Participant Non-457 Rollover Account

A Participant may may not take an Unforeseeable Emergency Withdrawal resulting from the illness or accident of a primary Beneficiary designated by the Participant.

Small Balance Distribution (Plan Section 4.6):

Small balance distributions attributable to a Participant Deferral Account will will not be permitted under the Plan.

Transfer of Amounts for Purchase of Service Credits in Governmental Retirement System (Plan Section 4.8)

Participant will will not be permitted to transfer amounts under the Plan to a governmental retirement system in order to purchase service credits.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

Loans to Participants (Plan Section 4.10):

Loans will will not be permitted under the Plan.

Distributions for Health Insurance and Long Term Care (Plan Section 4.11):

Distributions to pay for health insurance and long term care will will not be permitted under the Plan.

CERTIFICATION AND SIGNATURE

The undersigned Employer hereby represents that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Code Section 414(d).

This Adoption Agreement and the Plan document together constitute the Plan. The Plan is a specimen plan, not a master or prototype plan, and has not been approved by the IRS. The adoption of this Plan and related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

IN WITNESS WHEREOF, the Employer hereby causes this Plan to be executed on this _____ day of _____, _____.

EMPLOYER:

(enter name)

By: _____

Ordinance No. O-13-

ORDINANCE REGULATING WAGES OF
LABORERS, MECHANICS AND OTHER WORKERS
EMPLOYED IN PUBLIC WORKS PROJECTS FOR
THE CITY OF GALENA, ILLINOIS

WHEREAS, the State of Illinois has enacted, "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, codified as amended, 280 ILCS 130/1 et seq. (1993), formerly Ill. Rev. State., Ch. 48, par. 39s-1 et seq.; and,

WHEREAS, the aforesaid Act requires that the City of Galena of Jo Daviess County investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Jo Daviess County employed in performing construction of public works for said City of Galena.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Galena:

SECTION 1: To the extent and as required by, "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Galena is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Jo Daviess County area as determined by the Department of Labor of the State of Illinois as of June 1, 2013, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the City of Galena. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Galena to the extent required by the aforesaid Act.

SECTION 3: The City of Galena shall publicly post or keep available for inspection by any interested party in the main office of the City of Galena this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The City of Galena shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed their names and addresses requesting copies of any determination stating the particular rates and particular class of workers whose wages will be affected by such rates.

SECTION 5: The City of Galena shall promptly file a certified copy of this Ordinance with both the Secretary of State, Index Division, and the Department of Labor of the State of Illinois.

SECTION 6: The City of Galena shall cause to be published in a newspaper of general circulation within the area a copy of this ordinance and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Passed this 10th day of June 2013 by the Galena City Council.

AYES:

NAYS:

ABSENT:

Terry Renner, Mayor

ATTEST:

Mary Beth Hyde, City Clerk

All Prevailing Wage Rates

Jo Daviess County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		29.550	30.550	1.5	1.5	2.0	8.240	12.42	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.500	21.500	1.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000	0.300
BRICK MASON		BLD		35.880	38.630	1.5	1.5	2.0	7.950	11.73	0.000	0.600
CARPENTER		BLD		27.040	29.040	1.5	1.5	2.0	7.140	9.490	0.000	0.360
CARPENTER		HWY		33.790	35.540	1.5	1.5	2.0	9.750	12.99	0.000	0.490
CEMENT MASON		ALL		32.520	35.270	1.5	1.5	2.0	7.700	13.98	0.000	0.500
CERAMIC TILE FNSHER		BLD		32.410	0.000	1.5	1.5	2.0	7.700	4.840	0.000	0.530
COMMUNICATION TECH		BLD		36.000	39.600	1.5	1.5	2.0	10.14	11.20	0.000	0.720
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN	E	BLD		41.500	45.650	1.5	1.5	2.0	10.39	17.43	0.000	0.830
ELECTRICIAN	W	BLD		29.000	30.450	1.5	1.5	2.0	6.000	7.070	0.000	0.290
ELEVATOR CONSTRUCTOR		BLD		45.350	51.020	2.0	2.0	2.0	11.88	12.71	3.630	0.600
GLAZIER		BLD		22.020	23.520	1.5	1.5	2.0	6.940	6.520	0.000	0.350
HT/FROST INSULATOR		BLD		29.190	30.390	1.5	1.5	2.0	5.420	12.05	0.000	0.900
IRON WORKER	E	ALL		35.090	36.840	2.0	2.0	2.0	8.250	20.59	0.000	0.700
IRON WORKER	W	ALL		28.000	30.240	1.5	1.5	2.0	9.390	10.68	0.000	0.620
LABORER		BLD		29.550	30.550	1.5	1.5	2.0	8.240	12.42	0.000	0.800
LABORER		HWY		32.100	32.850	1.5	1.5	2.0	8.240	12.42	0.000	0.800
LABORER, SKILLED		HWY		34.400	35.150	1.5	1.5	2.0	8.240	12.42	0.000	0.800
LATHER		BLD		27.040	29.040	1.5	1.5	2.0	7.140	9.490	0.000	0.360
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		BLD		32.410	0.000	1.5	1.5	2.0	7.700	4.840	0.000	0.530
MARBLE MASON		BLD		35.090	35.340	1.5	1.5	2.0	7.700	7.150	0.000	0.560
MILLWRIGHT		BLD		35.000	38.500	1.5	1.5	2.0	7.700	13.87	0.000	0.500
OPERATING ENGINEER		BLD	1	40.800	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	2	40.100	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	3	37.650	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	4	35.650	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	5	44.600	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	6	43.350	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		BLD	7	40.350	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER		HWY	1	41.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	2	41.100	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	3	39.800	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	4	38.350	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	5	36.900	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	6	44.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER		HWY	7	42.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
PAINTER		ALL		35.700	37.700	1.5	1.5	1.5	9.650	8.460	0.000	1.250
PILEDRIVER		BLD		29.040	31.040	1.5	1.5	2.0	7.140	9.490	0.000	0.360
PILEDRIVER		HWY		33.790	35.540	1.5	1.5	2.0	9.750	12.99	0.000	0.490
PIPEFITTER		BLD		40.600	43.440	1.5	1.5	2.0	7.980	10.79	0.000	1.000
PLASTERER		BLD		33.360	36.700	2.0	2.0	2.0	8.150	11.05	0.000	0.500
PLUMBER		BLD		40.600	43.440	1.5	1.5	2.0	7.980	10.79	0.000	1.000
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		35.780	37.710	1.5	1.5	2.0	5.450	15.44	0.520	0.290
SPRINKLER FITTER		BLD		36.390	39.140	1.5	1.5	2.0	8.420	8.500	0.000	0.450
STONE MASON		BLD		35.880	38.630	1.5	1.5	2.0	7.950	11.73	0.000	0.600
TERRAZZO FINISHER		BLD		32.410	0.000	1.5	1.5	2.0	7.700	4.840	0.000	0.530
TERRAZZO MASON		BLD		35.090	35.340	1.5	1.5	2.0	7.700	7.150	0.000	0.560

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 *AL*

DATE: 5 June 2013

RE: Rebuilding Retaining Wall at Magazine Street
Approval of Bids

Requests for bids to repair the Magazine Street retaining wall were sent to eight contractors. Two bids with alternates were returned, arithmetically checked and are summarized in the attached table.

Unfortunately, the bid from Creative Masonry was incomplete. It was supposed to have been combined with a bid from Wiene Concreting and Landscaping, but this part of the bid was not delivered to city hall before the submission time of 10.00 am on 29th May. Typically, if a bid is not delivered on time it is disqualified. The bid from Earl Thompson Masonry is therefore the only responsive bid submitted.

Since the wall collapsed earlier this year the street area adjacent to the collapse has continued to deteriorate, with sections of the sidewalk becoming unstable and collapsing into the yard of 611 South Bench Street owned by Jim and Kathy Anderson. The proposed plan is to rebuild the wall and also replace sections of sidewalk, curb and gutter and part of the street surface. The ornamental metal railing will also have to be replaced. At present, we do not have a cost to replace these as we intend to recover the railing when the wall is rebuilt and then assess its condition. We estimate the cost to replace the railings is in the range of \$5-10,000. Part of the street will also have to be repaved, which is estimated to cost in the region of \$2,000. This work will be completed along with other street paving planned this summer.

As part of the investigation of the wall collapse we contacted our insurers to determine if they would assist with any of the replacement costs for the wall, railings and related work in the street right-of-way. You will see from the attached memo they are not willing to contribute to any of the reconstruction and believe the Anderson's should consider a third party liability claim against the city.

If the city council wishes to proceed with the reconstruction work, I suggest they consider the bid from Earl Thompson Masonry for a base bid of \$27,107.75 with alternate items 1-2, 4 & 6-7 for a sum of \$11,544.84 which gives a total bid cost of \$38,652.59. Street paving together with railing repair and installation costs will be considered once the sections of railing are recovered from the collapsed wall and their condition assessed. This year's budget has \$30,000 allocated for the wall repair.

From: Marilyn Seth [mailto:mseth@ccmsi.com]
Sent: Friday, May 10, 2013 9:39 AM
To: Craig Albaugh
Subject: Retaining wall collapse, 3/31/13, 13050C517236

Craig,

We've reviewed the above claim pertaining to the retaining wall collapse at 611 S. Bench St. Since the wall is located within the resident's property boundaries we are viewing it as the resident's property. Though the City has taken on responsibility for maintaining the wall in the past, such prior actions do not create a duty to continue maintaining it. Since the wall belongs to the resident any claim for the wall would be the resident's third party liability claim against the City of Galena. The claimant would have to prove the City's negligence caused the damage and we find no negligence on the City's part.

Per the documents you sent, it seems that water runoff from the city's streets and sidewalk seeped behind the wall which led to the collapse. The city had taken measures to prevent this from occurring by paving the street, sealing open edges of pavement, installing new sections of sidewalk and following other engineering recommendations after the prior collapse in 1999. By undertaking these corrective measures we believe the city demonstrated an active role in maintaining their own property and made efforts toward preventing a future collapse. That is the basis of our no liability position.

We will not send a formal liability denial to the claimant as we have not communicated with them during our review and we understood that the city has been communicating with the residents.

Another issue pertains to coverage. Photos dated Oct 25, 2011 document that the wall was failing at that time. The City was aware of the failure and was considering restorative options when the wall collapsed in March 2013. The General Liability Form RMA 1 (1/06) states "I. COVERAGE. The Association will pay on behalf of the members all sums which the Members shall become legally obligated to pay as damages, defined as "ultimate net loss", because of "bodily Injury" or "property damage" to which this form applies, caused by an "occurrence".... RMA L defines "occurrence" as an accident, including continuous or repeated exposure to conditions, which results in "bodily injury", "property damage" or other covered damages neither expected nor intended from the standpoint of the Members involved.

We question that the incident meets the definition of occurrence since the deteriorating condition was evident more than a year prior to the collapse.

We will be closing our file in this matter, but should you have questions about our analysis or determination Craig, please let me know.

Marilyn Seth
Senior Claims Specialist
CCMSI
(866) 831-8606 ext 5524 (P)
(217) 477-7224 (F)
mseth@ccmsi.com

MAGAZINE STREET RETAINING WALL - BID TABULATION

#	BID ITEMS	UNIT	QUANTITY	EARL THOMPSON		CREATIVE MASONRY		WIENEN LANDSCAPING	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Recover all parts of cast iron railings from collapsed wal	Sum	1	710.80	710.80			1200	1200.00
2	Recover capstones from collapsed materia	Sum	1	405.40	405.40			1800	1800.00
3	Rebuild mortared stone masonry wall, including clean stone backfill, geotextile and drainage items as detailed in drawing. Approximately 8.5 feet high and feet long.	VSF	255	96.63	24640.65	45.5	11602.5	24	6120.00
4	Concrete footing for new wall, 30 inch wide and 12 inch high	LF	30	45.03	1350.9	40	1200	45	1350.00
	TOTAL BASE BID				27,107.75		12,802.50		10,470.00
	ALTERNATE ITEMS								
A1	Remove and replace exposed aggregate sidewalk, including aggregate base	SF	155	10.63	1647.65			12	1860.00
A2	Install curb and gutter, 30 inch width, 6 inch height	LF	88.00	33.48	2946.24			36	3168.00
A3	Remove and replace HMA surfacing, 4 inches depth, including aggregate base and grading	SY	62		0.00				0.00
A4	Reinstall wall capstones. Coordinate with reinstallation of repaired/new railings	LF	30.00	51.09	1532.7	40	1200	30	900.00
A5	Repair or replace damaged railings. Include submittal to detail type of repair/replacement	LF	30.00		0.00			48	1440.00
A6	Reinstall repaired railings using same method of attachment as existing railings	LF	30	92.18	2765.4			32	960.00
A7	Demolish areas of overhanging wall as instructed by the engineer	VSF	85	31.21	2652.85			23	1955.00
	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

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 *AL*

DATE: 6 May 2013

RE: New City Hall Building
Approval of Bids

Bids for this project have been sent to numerous contractors and sub-contractors. These will be returned to city hall at 4.00 pm on Thursday 6th May. City staff and Baranski Hammer will then review submitted bids.

We hope to have a recommendation for the city council at Monday night's meeting.

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: Furniture Fixtures and Equipment for City Hall Project

On Thursday, June 6, bids will be opened for the remodeling of the new City Hall. Bids will be submitted by general contractors and will cover most aspects of construction, including but not limited to: front façade and entry, HVAC, roofing, and interior remodeling. Bids for the following alternate items will also be included by the general contractors: brick veneer or EIFS of south and east exterior walls, exterior public restrooms, paving the parking lot, connecting emergency lighting and computers to an existing generator, and replacement of the primary electric panels. I am writing to provide you with the updated list and costs of those items that are **not** covered under the bids of the general contractors.

As reported last month, decisions must be made regarding the purchase and installation of furniture, fixtures and equipment (FFE). The needed items include: office furniture, a new phone system, audio/visual equipment for the council chambers and conference room, computer network installation, and security system installation. Over the past several months, our staff has been working to specify and obtain cost proposals for these items. We believe that keeping these items separate from the construction contract will be more cost effective. I am writing to provide you with a description and the costs for each of these items.

1. Furniture. We have been working with SBM Business Equipment of Sterling, Illinois who has furnished many area offices, including: First Community Bank, Village of Hazel Green Municipal Building, and Galena State Bank in Elizabeth. SBM was awarded the competitively bid contract for Illinois local government pricing (TCPN) from the Hon office furniture company. The SBM has assisted us in layout and selecting furniture for all aspects of the project.

The current cost for all of the furniture, including assembly and installation, is \$49,670 after the local government discount. This includes new furniture for all offices and public areas in the building. The detailed furniture plan is available for

review upon request. There are likely to be some minor changes to the list that could move the cost either up or down slightly.

2. Phone System. Like the furniture, the phone system at the existing City Hall will stay in place for the Police Department. We have obtained bids to install a new phone system in the new City Hall from Business Telephone System (BTS) and Reliable Technology Inc. (RTI), both of Dubuque. The pricing is shown in Table 1 below.

Table 1. Telephone System Prices

Company	System Cost
Business Telephone System	\$6,595
Reliable Technology Inc.	\$10,957

Business Telephone Systems (BTS) is our current phone supplier and offers the lowest price of \$6,595. Both companies inspected the new location and construction plans prior to the preparation of their quotes. The price from BTS includes a two year warranty on the phones, installation, and training.

3. Audio Visual System. The audio visual system includes a large mechanically controlled drop down screen and ceiling mounted digital projector for the council chambers. The projector would be accessible by laptop computer from the council table or podium. A speaker system would be integrated into the council chambers ceiling. An amplifier, mixers, and recording software are also included. A television would be wall mounted in the conference room to view content from a laptop during meetings.

We obtained quotes from two firms specializing in audio visual system installations, Advance Technologies, Inc. and Lifeline Audio Video Technologies. Each firm was provided the architects specifications for the screen and projector. Each firm also toured the building with our staff.

Table 2. Audio Visual System Prices

Company	Business Location	System Cost
Advance Technologies, Inc	Freeport, IL	\$15,437
Lifeline Audio Video Technologies	Platteville, WI	\$16,930

Advanced Technologies, Inc. provided the lowest cost quote of \$15,437 for all equipment and installation. While the two quotes are very competitive, we have checked the references provided by Advanced Technologies, Inc. and found their customers to be very satisfied with the work and service of company.

4. Security System. The proposed security system includes desk mounted emergency notification buttons, five security cameras, a digital video recorder and three monitors. Three of the cameras would monitor the parking lot and outside of the public restrooms. All the video would be recorded. The similar system at the current City Hall would remain in place for the Police Department.

We obtained a quote from our current security system vendor, Security Products of Dubuque. The total cost of the system is \$5,320 installed.

5. Computer Network and Hardware. We plan to relocate both of our two servers for our computer network to the new City Hall. When the Police Department moves upstairs, a new server will need to be purchased for their network.

We propose to use our current Information Technology vendor, Wizard Computers of Cuba City, Wisconsin for the computer network installation at the new City Hall. Wizard's estimate for the relocation of the server, computers, and printers is \$4,500. One new computer is proposed for the Building Department at a cost of \$1,000 including setup.

6. Building Permit Software. The current Building Permit program is approximately 18 years old and no longer supported. Our staff has reviewed various building permit programs over the past several years. We propose to purchase the Civic Systems Building Permit program. The software would integrate with our existing Civic Systems software system for cash receipting and general ledger. The program would also allow us to manage the annual contractor registration, code enforcement and rental housing inspection. The cost of the software is shown in Table 3 below.

Table 3. Civic Systems Building Permit Software

Item	Cost
Software Purchase/License Fee	\$8,000
Setup Fee	\$1,000
Electronic Conversion of Parcels	\$3,000
Training	\$1,000
TOTAL	\$13,200

7. Miscellaneous Items. There will be other project items that are outside of the construction specifications prepared by the architect. The items include, but are not necessarily limited to: a drive-up utility payment drop-off box, landscaping design and installation, and parking lot signs. Our staff is continuing to work on obtaining quotes for these projects.

A summary of the furniture, fixtures and equipment costs is shown in Table 4.

Table 4. Summary of Furniture, Fixtures and Equipment

Item	Cost
Furniture	\$49,670
Phone System	\$6,595
Audio Visual System	\$15,437
Security System	\$5,320
Computer Network	\$5,500
Building Permit Software	\$13,200
Misc. Items	\$10,000
TOTAL	\$105,722

Budget

Our current budget for the City Hall project and the Police Department relocation is \$450,000. I expect the actual cost to be much higher since the City Hall project scope has changed substantially since the original budget preparation.

Based on the current-year operating budget, we expect to end the fiscal year with an uncommitted fund balance in the General Fund of \$2,774,500. Any costs above the \$450,000 projects budget would reduce the fund balance accordingly.

Summary

The Baranski staff and our staff plan to have a recommendation prepared for the June 10 council meeting regarding the preferred general contractor. The total cost of the bid from the preferred general contractor should be added to the \$105,722 (FFE) to calculate the total project cost. If you decide to select the general contractor on June 10, I would recommend also approving the other work and vendors described in this report and listed above in Table 4. Orders and installations by all the contractors/vendors will need to be coordinated and scheduled.

If you have any questions or require any additional information, please let me know. Thank you.

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: Garbage and Recycling Collection Contracts

On August 31 the contracts with Montgomery Trucking for residential garbage and recycling collection will renew automatically for five years unless the city gives notice not later than June 30 of its intent to terminate or negotiate new contracts. I am writing to request direction from the council on this issue.

There are several options available at this time.

1. Allow the contracts to renew automatically for five more years beginning September 1.
2. Renegotiate the contracts.
3. Undertake a bidding process for the service.

Under the current contracts, the recycling collection fee is \$2.70 per month per household and the garbage collection fee is \$7.80 per month per household. The fees charged by Montgomery have not changed during the current five-year contract period. Gordy Montgomery informed me this week that they do not seek a rate increase at this time.

I am attaching the current contracts for your review. I look forward to your discussion and direction.

**GARBAGE AND REFUSE COLLECTION
AND DISPOSAL CONTRACT**

CONTRACT between the **City of Galena**, a Municipal corporation and **Montgomery Trucking, Inc.**, an Illinois Corporation. This contract is entered into this 1st day of September 2008, by and between **Montgomery Trucking, Inc.**, an Illinois Corporation (**the "Contractor"**) and the **City of Galena**, a Municipal Corporation (**the "City"**).

WITNESSETH THAT:

WHEREAS, the Contractor and the City first entered into a Contract dated November 5, 1973, providing for garbage and refuse collection by the Contractor within the City, which Contract was from time to time amended and extended by the parties thereto; and

WHEREAS, 65 ILCS 5/11-19-1 of the Illinois Compiled Statutes, as amended, authorizes the City to enter into a Contract with any person or corporation for more than one year and not exceeding thirty years relating to the collection and final disposition of garbage, refuse and ashes; and

WHEREAS, 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, provides that the City may provide such method or methods as shall be approved by the corporate authorities for the disposition of garbage, refuse and ashes, and further provides that the City may provide by ordinance that such method or methods shall be the exclusive method or methods for the disposition of garbage, refuse and ashes to be allowed within the City, and that such ordinance may be enacted, notwithstanding the fact that competition maybe displaced or that such ordinance may have an anti-competition effect; and

WHEREAS, the Contractor has invested substantial sums of money in equipment, facilities, and personnel to be able to handle properly the collection of garbage, refuse and ashes within the City and to provide for the disposition thereof in landfill facilities provided by the Contractor;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants as set forth herein, the Contractor and the City intending to be legally bound hereby agree as follows:

1. **ORDINANCE DESIGNATING CONTRACTOR.**

The City agrees to immediately adopt an ordinance pursuant to Ch. 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, granting to the contractor the exclusive right to handle the collection and disposition of garbage, refuse and ashes from residential dwelling units within the City in accordance with the terms and conditions of this contract, which contract shall be specifically referred to in such ordinance.

2. **TERM OF CONTRACT.**

1. The term of this Contract shall be for a five (5) year period, commencing September 1, 2008 and ending August 31, 2013, subject to provision of Section 18 and 19 hereof. Contractor and City may, by mutual agreement, extend the term of this Contract.
2. At the expiration of said five (5) year term, this Contract shall be considered to be automatically renewed for an additional five (5) year renewal term, unless either party shall notify the other party by Registered Mail, Return Receipt Requested, not less than sixty (60) days prior to the expiration of the then term of the Contract, notifying the other party that the party giving said notice does not desire to renew this Contract for said additional term.

3. **DEFINITIONS.**

Pursuant to 65 TLCS 5/11-19-2 of the Illinois Compiled Statutes, as amended, the words "garbage", "refuse", and "ashes" shall have the following meanings in this Contract:

1. **"Garbage"**. Wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage and sale of produce.
2. **"Refuse"**. Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding; non-combustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral waste; street rubbish, including, but not limited to, street sweepings, dirt, leaves, catch-basin dirt, contents of litter receptacles, but refuse does not mean earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler-house cinders, lumber, scraps and shavings.

3. **"Ashes"**. Residue from fires used for cooking and for heating buildings.
4. **"Excluded Items"**. The following are excluded from the definitions of "Garbage", "Refuse" and "Ashes": Oil of any kind; Paint, unless lid is removed so that paint is dry; Lead Paint; Batteries; Tires; Chemicals of any kind.

4. GENERAL DUTY OF CONTRACTOR.

The Contractor agrees with the City to handle the collection and disposition of garbage, refuse and ashes within the City in accordance with the terms and conditions of this Contract.

5. INDEPENDENT CONTRACTOR.

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City. Contractor shall not enter any subcontracts for performance of its responsibilities under this Contract without the written consent of the City.

6. NON-ASSIGNMENT.

Contractor shall not assign, transfer or convey this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the previous written consent of the City and the written concurrence of Contractor's surety. In the event Contractor attempts to assign, transfer, convey or otherwise alter this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City, City may, at its option, terminate this Contract immediately.

7. RESIDENTIAL SERVICE AND SCHEDULE.

Subject to the conditions and limitations set forth herein with respect to certain items of garbage and refuse, the Contractor agrees to provide regular weekly service for the collection of garbage, refuse and ashes to every residential dwelling within the City, pursuant to a weekly schedule approved by the City Council and made available to

residential occupants by the City and the Contractor. In the event that the scheduled day for any pickup shall fall on one of the following legal holidays -- January 1st, Thanksgiving Day or Christmas Day -- all pickups, during the week of such holiday for the day of such holiday and for each succeeding day of said week, will be delayed one day. For purposes of this Contract, a dwelling for which a Bed and Breakfast License has been issued by the City and which shall five (5) or less guest rooms shall be deemed to be a residential dwelling, but shall be counted as two residential dwellings for purposes of the total number of residential dwellings as determined in accordance with Paragraph 9 hereof. Any such dwelling with more than five (5) guest rooms shall be deemed to be a commercial establishment and not subject to the terms of this Contract. Invoices for such charges shall be sent directly by the Contractor to each such customer, and the City shall have no involvement herewith.

8. SPECIFIC CONDITIONS RELATED TO RESIDENTIAL SERVICE.

With the exception of recyclable items, which may be disposed of as hereinafter provided, the Contractor shall collect all garbage, refuse and ashes from each residential dwelling on the scheduled weekly day in accordance with the following:

- a. *Size, Capacity, and Placement of Garbage Containers.* Garbage, refuse (with the exception of yard waste, the collection of which is hereinafter provided for), and ashes shall be placed by residents at the curb, or alley, for collection and, except for items too bulky to fit, shall be placed in regular standard residential garbage containers. Lids shall be kept on containers. Perishable, non-standard containers will not be emptied by the Contractor.
 - i. Residents shall be limited to two 30-gallon capacity containers per garbage pick up, not exceeding 40 pounds per container or two 40-pound garbage bags per pick up.
 - ii. Effective September 1, 2009, residents shall be limited to one 40-gallon capacity container per garbage pick up, not exceeding 40 pounds or one 40-pound garbage bag per pick up. Also, effective September 1, 2009, residents may purchase a tag for \$1.25 for occasional excess refuse. Each tag purchased shall permit an additional container not exceeding 40 gallons or an additional 40 pound bag per pickup. Not more than two tags may be used per pick up date. As an alternative to purchasing a tag, a resident may pay \$5.00 per month for weekly pickup of one additional garbage container not exceeding 40 gallons or 40 pounds. The resident will receive a sticker to be affixed to the extra container.
- b. *Yard Waste.* Certain refuse is deemed to be yard waste, and shall be placed in garbage containers or biodegradable bags with a yard waste

tags attached thereto. Trees, including Christmas trees, and branches and other large yard waste items that are too large to be placed in a container or a bag, shall be bundled and a yard waste tag shall be affixed thereto. Yard waste shall include grass clippings, weeds, shrubs and trees or parts thereof. The Contractor agrees to maintain a supply of such yard waste tags and make them available to the public at a price of \$2.00 each (or at such other price as may, from time-to-time, be approved by the City Council) through Dick's Piggly Wiggly Grocery Store, Gasser Hardware and City Hall or at such other locations as may be agreed to by the City and the Contractor. Yard waste that is mixed with other garbage and is not placed in such separate containers or bags will not be collected by the Contractor.

- c. *Special Pickups.* Items such as bed springs, mattresses, overstuffed furniture and appliances shall be picked up by the Contractor at curbside and the residential customer shall make special pickup arrangements with the Contractor therefor. The Contractor shall be entitled to charge the residential customer a separate charge therefore. The Contractor shall not have the exclusive right to provide such services.
- d. *Missed Pickups.* In the case of a missed pickup called in by a resident, Contractor shall collect the materials from each such resident.
- e. *Number of Collection Units.* Contractor shall provide an adequate number of collection vehicles as described in Paragraph f of this Section, and such additional transportation vehicles as are necessary to perform its responsibilities under this Contract.
- f. *Type of Collection Units.* Contractor shall use collection units to perform its responsibilities and such additional vehicles required to access areas in the City inaccessible to the collection units. Collection units and other vehicle types shall be subject to the approval of the City.
- g. *Maintenance, Cleanliness and Identification of Collection Units.* The collection units must be licensed in the State of Illinois and shall operate in compliance with all applicable State, Federal and Municipal regulations. All vehicles must be manufactured and maintained to conform to ANSI standards. All vehicles shall be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Contractor.
- h. *Safety Requirements.* Contractor shall comply with ANSI, OSHA, Industrial Commission and other Federal, State, IEPA and local laws and regulations applicable to the operation of collection vehicles. No vehicle shall be overloaded.

- i. *Employer Training.* Contractor shall use only properly trained employees. Contractor shall further certify that each employee assigned to drive a vehicle possesses a valid State CDL license and other licenses required by law or regulation.
- j. *Employee Appearance.* Contractor shall require employees to be courteous at all times, work quietly and not trespass or loiter. Clothing shall be neat and clean as practicable. Shirts shall be required at all times.
- k. *Number of Employees.* An adequate number of personnel shall be provided by the Contractor to perform its responsibilities under this Contract.
- l. *Standard of Performance.* All of Contractor's responsibilities under this Contract shall be performed to the satisfaction of the City.

9. **RECYCLING EFFORTS.**

- a. The City and the Contractor agree that it is in the best interest of the City, the Contractor and the general public for certain items of garbage and refuse to be recycled and to be disposed of so that recycling can occur.
- b. The City and the Contractor further acknowledge that any recycling program may impact on the quantity of garbage and refuse collected by the Contractor from residential units and disposed of by the Contractor. In the event that any recycling program is shown to reduce significantly the quantity of garbage and refuse collected and disposed of by the Contractor, and significantly reduce the operating costs of the Contractor, the City and the Contractor agree that this Contract may be renegotiated to adjust the fee paid to the Contractor to reflect fairly the cost savings to the Contractor resulting from the reduced quantity of garbage and refuse collected and disposed.
- c. Contractor shall file with the City written reports of Contractor's performance under this Contract as more particularly set forth in Exhibit "A", entitled "Reports and Records", attached and incorporated by this reference.

10. **CHARGES FOR RESIDENTIAL SERVICE.**

- a. With respect to residential service provided by the Contractor, the City agrees to pay to the Contractor the sum of \$7.80 per month for each

residential dwelling unit to which the Contractor renders service pursuant to Paragraph 7 hereof. City and Contractor agree that as of the date hereof, there are 1,717 residential dwelling units receiving such service, and the monthly compensation paid shall be based on that number through the contract year ending September 1, 2009. Subsequent thereto, the number of residential dwelling units receiving such service shall be determined semi-annually on March 1st and September 1st of each year. The bill for each six-month interval shall be based on the number as so determined at the previous determination date. No further adjustments shall be made in such number for any such semi-annual contract year. The number of residential units shall be determined by the City and the Contractor, and shall be based upon the number of residential water meters and service or upon any other basis mutually agreed upon by the parties.

- b. One invoice per month will be submitted by the Contractor to the City not later than the 15th of the month following the month for which said invoice is rendered, and said invoice shall be paid by the City to the Contractor no later than the last day of the month during which said invoice shall be submitted.

11. ADJUSTMENT TO CAARGES FOR RESIDENTIAL SERVICE.

In addition to the adjustment to the charges for residential units served in accordance with Paragraph 10 hereof, at any time after September 1, 2009 the Contractor may request an adjustment to the \$7.80 per residential unit charge in accordance with one or both of the following criteria:

- a. The per residential unit charge may be increased for each contract year commencing with the contract year starting September 1, 2009. The increase, if any, shall be equal to the percentage increase of the Cost of Living Index as published by the U. S. Department of Labor, Bureaus of Labor Statistics as of July 31 of the current year from said Index from July 31 of the previous year. Said increase shall be effective as of the first of September of the calendar year immediately following the calculation. As an example, the increase to be effective on September 1, 2009 shall be determined by a comparison between the Index as of July 31, 2008 and the Index as of July 31, 2009;
- b. In addition to the potential increase provided for in subparagraph (a) hereof, the Contractor may be entitled to request an increase in the per residential unit charge, if the charge in the nature of a dumping fee that the Contractor pays to the upper Rock Island County Landfill or to any other disposal facility for each cubic yard of materials dumped in the landfill or other disposal facility increases beyond the present aggregate charge as of the effective date of this agreement.

- c. In the event that said dumping charge is increased, then Contractor may be entitled to request that eighty percent (80%) of said increase in dumping fees related to garbage and refuse picked up from residential dwellings in the City be added to the monthly invoice submitted to the City, and the City would then consider payment to the Contractor on a monthly basis, eighty percent (80%) of the increased charge incurred by the Contractor of dumping fees paid to the landfill or other disposal facility shall be evidence of the amount so paid by the Contractor.
- d. In the event that the Contractor makes a request for an adjustment in accordance with the foregoing, the City shall have sixty (60) days from the date of its receipt of said request to consider and act on said request. In the event that the City approves the adjustment based on said request, then the adjustment shall become effective upon said approval by the City. In the event that the City does not approve said request, it shall notify the Contractor of its failure of the City to agree to an adjustment or to terminate the Contract. In the event that the Contractor elects to terminate the Contract, it shall give the City written notice of its election to so terminate the Contract, which notice shall specify the effective date on which the Contract shall be terminated, which date shall be no sooner than ninety (90) days from the date that said written notice is given. In no event shall the effective date of said termination occur prior to September 1, 2009. In the event that the Contract is terminated, neither the City nor the Contractor shall have any further obligations under the Contract after the effective date of the termination.

12. COMMERCIAL INDUSTRIAL AND INSTITUTIONAL SERVICE.

The Contractor agrees with the City to provide collection and disposal of garbage, refuse and ashes for all commercial, industrial or institutional establishments within the City, unless such establishment makes said collection and disposition with its own employees or personnel or with another contractor. The Contractor shall not have the exclusive right to provide such services.

13. COLLECTION AND DISPOSAL OF OTHER REFUSE.

The Contractor agrees to provide a collection and disposal service to residential, industrial or commercial locations within the City for all other types of refuse material without limitation, including earth, rocks, concrete, rubble and refuse from the remodeling, construction and demolition of buildings, excavations and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. On request, the Contractor shall furnish estimates for the cost of removal of any such refuse materials. The service shall be provided in accordance

with charges established by the Contractor. The Contractor shall not have the exclusive right to provide such services. Invoices for such charges shall be sent directly to the Contractor to each customer and the City shall have no involvement therewith.

14. FREE SERVICE TO CITY FACILITIES.

- a. During the term of this Contract, the Contractor agrees to furnish free collection and disposal service for garbage, refuse and ashes to all park facilities which are either owned or leased by the City. These collections will be made three times weekly on Monday, Wednesday and Friday. This service will continue from April 1 through November 30 of each year.
- b. The Contractor agrees to furnish free collection and disposal service to all buildings owned or leased to not-for-profit entities by the City. These collections shall be made two times weekly on Tuesday and Friday, and shall be made throughout the entire year. The Contractor agrees to furnish free collection and disposal service on each day, including Sunday, from April 15 through October 31 and daily from Monday through Saturday from November 1 through April 14 for garbage cans which are placed by the City throughout the area defined by the 1985 Tax Increment Finance (TIF) District.

15. INSURANCE.

The Contractor shall indemnify and hold the City harmless from any claims or losses that the City may incur relating to acts or omissions of the Contractor in carrying out its obligations under the terms of this Contract. The Contractor shall carry a comprehensive liability insurance policy insuring itself against liability related to the operations of the Contractor to be conducted pursuant to the terms of this Contract, with limits of not less than \$1,000,000 for each person and \$1,000,000 for property damage for each occurrence and an aggregate coverage of not less than \$1,000,000 with respect to each occurrence. This policy shall name the City as an additional insured and certificates of said insurance shall be submitted to the City. These certificates shall contain a provision that said coverage shall not be canceled or terminated unless fifteen (15) days prior notice has been given to the City by Certified Mail, Return Receipt Requested.

16. INDEMNIFICATION AND HOLD HARMLESS.

Contractor agrees to indemnify, hold harmless and defend City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting from, or in any way connected with, Contractor's performance of this Contract, the operations of Contractor, its agents, employees or subcontractors, or the failure of Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.

17. HANDLING OF COMPLAINTS.

Any complaint made to the Contractor shall be given prompt and courteous attention, and in case of alleged missed schedule collections, the Contractor shall investigate, and if such allegations verified, the Contractor shall arrange for the pickup of all materials not collected within twenty-four (24) hours after the complaint is received.

18. TERMINATION.

- a. In the event Contractor defaults in the performance of any of the agreements or covenants to be kept, done or performed under the terms of this Contract, City shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice, Contractor shall:
 - i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
- b. If the Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which the City may exercise singly or in combination;
 - i. The right to declare that this Contract together with all rights granted Contractor hereunder are terminated, effective upon such date as the City shall designate.
 - ii. The right to enter into an agreement with others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.

19. INSOLVENCY OF CONTRACTOR/TERMINATION OF CONTRACT.

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of the City, terminate this Contract.

20. LAW TO GOVERN.

This Contract is entered into and is to be performed in the State of Illinois. City and Contractor agree that the law of the State of Illinois shall govern the rights,

obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

21. CONTRACTOR'S REPRESENTATIONS.

Contractor represents that:

- a. Contractor is duly organized and existing in good standing under the laws of Illinois.
- b. Contractor has the power, authority and possesses all permits necessary and has the legal capacity to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof has been duly authorized.
- c. This Contract has been duly entered into and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

22. MANNER OF CONDUCTING BUSINESS.

The Contractor shall undertake to perform all services required of it hereunder in a neat, orderly and efficient manner, and shall use care and diligence in the performance of this Contract. The Contractor shall use its best efforts to prohibit any drinking of alcoholic beverages by any employee of the Contractor while on duty or in the course of performing its obligations under this Contract.

23. FAILURE OF PERFORMANCE BY THE CONTRACTOR.

In the event of any failure, or allege failure, on the part of the Contractor to perform its obligations required under the terms of this Contract, and in the event that said failure to perform shall continue for a period of more than forty-eights (48) hours after written notice is given to the Contractor by the City, specifying the particular obligations that the Contractor has failed to perform and provided that such failure of performance shall not be due to strikes, catastrophe or act of God or other cause beyond the Contractor's control, then the City may, at its option, make such arrangements for said acts to be performed as the City may see fit, and may deduct any and all reasonable costs incurred by the City in connection therewith from the amount hereinabove specified as payment to the Contractor for such services. In the event that the Contractor and the City disagree as to whether or not the Contractor has failed to perform any of its obligations hereunder, then the parties shall immediately proceed to refer said issue to non-binding arbitration, one arbitrator to be appointed by the City, one arbitrator to be

appointed by the Contractor and a third arbitrator to be selected by the two arbitrators so designated.

24. PERFORMANCE BOND.

The Contractor shall furnish a performance bond or other surety (hereinafter "bond") for the faithful performance of this Contract, said bond to be executed by a responsible surety company acceptable to the City, and to be in the penal sum equal to 1/6 the estimated amount of the Contract for the first year of this Contract, and for each year thereafter to be in the penal sum 1/6 of the total compensation paid by the City to the contractor for the last preceding year of this Contract. Said performance bond shall be furnished annually by the Contractor for each year of the Contract, and shall indemnify the City against loss resulting from any failure of performance by the Contractor.

25. MAINTENANCE OF PERMITS.

Except as otherwise set forth herein, Contractor shall, at Contractor's sole expense, take all actions necessary to apply for, and shall take no actions which would adversely affect the retention of, all Permits in good standing.

26. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.

- a. Contractor agrees that, in the performance of work and services under this Contract, Contractor will qualify under and comply with any and all Federal, State and local laws and regulations now in effect, or hereinafter enacted during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- b. Contractor shall, at all times comply with said applicable laws for the transportation of waste and shall provide to the City (1) within five days after the receipt thereof, true, correct, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any Governmental body; and (2) prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

27. NOTICES.

All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

CITY: City Administrator,
312 ½ North Main Street, Galena, Illinois 61036

CONTRACTOR: Montgomery Trucking, Inc.,
929 Fulton Street, P.O. Box 6081, Galena, Illinois 61036

or such other address as the parties may designate in writing.

28. WAIVER.

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

29. AMENDMENT.

This Contract may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

30. ENTIRETY.

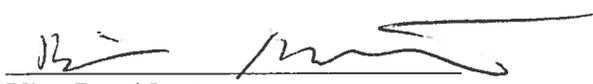
This Contract, contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date hereof.

MONTGOMERY TRUCKING, INC.

BY: 
President

ATTEST:


Vice President

CITY OF GALENA, ILLINOIS,
A Municipal Corporation,

BY: Tom Brusch
Tom Brusch, Mayor

ATTEST:

Mary Beth Hyde
Mary Beth Hyde, City Clerk

EXHIBIT "A"

REPORTS AND RECORDS

Reports. Contractor shall submit to City the following reports on forms agreed to by the parties during the remaining term of this Contract and any subsequent extensions.

Semi-Annual Reports. On or before September 1st and March 1st of each year of the term of this Contract, Contractor shall submit a semi-annual report to the City, which includes at least the following:

1. Summaries of tonnages of recyclable materials recovered. The City acknowledges that tonnages may be well-reasoned estimates since the Contractor does not collect recyclables exclusively in Galena;
2. Summaries of yards of non-recyclable materials collected within the City limits and deposited in landfills pursuant to the Garbage and Refuse Collection and Disposal Contract. The method of calculating yards collected within the City shall be subject to the agreement of the parties and may include estimating if the collection route includes properties and refuse outside of the City;

Contractor's Records. Contractor shall maintain its books and records related to summaries of garbage collected and costs and expenses of land filling in accordance with the following minimum requirements:

1. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit upon written request by the City. The records shall be available at the City's address.

CURBSIDE RECYCLING SERVICE CONTRACT

CONTRACT between the **City of Galena**, a Municipal corporation and **Montgomery Trucking, Inc.** an Illinois Corporation, for curbside recycling service. This contract is entered into this 1st day of September, 2008, by and between **Montgomery Trucking, Inc.**, an Illinois Corporation (**the "Contractor"**) and the **City of Galena**, a Municipal Corporation (**the "City"**).

RECITALS:

WHEREAS, City desires to continue and increase utilization of its curbside recycling service; and

WHEREAS, Contractor represents that it has experience in municipal waste services and the expertise necessary as well as purchase the equipment necessary to perform curbside recycling service in the City; and

WHEREAS, the City Council of the City has expressed its commitment to curbside recycling service.

NOW, THEREFORE, in consideration of the foregoing and of mutual covenants as set forth herein, the Contractor and the City intending to be legally bound hereby agree as follows:

1. ORDINANCE DESIGNATING CONTRACTOR.

The City agrees to immediately adopt an ordinance pursuant to Ch. 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, granting to the contractor the exclusive right to handle the collection and disposition of recyclables from residential dwelling units within the City in accordance with the terms and conditions of this contract, which contract shall be specifically referred to in such ordinance.

2. TERM OF CONTRACT.

- a. The term of this Contract shall be from the 1st day of September, 2008 through the 31st day of August, 2013, subject to the provisions of Paragraph 14 and 15 hereof and the City's right to terminate the Contract upon sixty (60) days' written notice if the City Council does not continue funding the service. Contractor and City may, by mutual agreement, extend the term of this Contract.
- b. At the expiration of said term, this Contract shall be considered to be automatically renewed for a five (5) year renewal term, unless either party shall notify the other party by registered mail, return receipt requested, not less than sixty (60) days prior to the expiration of the then term of the contract, notifying the other party that the party giving said notice does not desire to renew this Contract for said additional term.

3. INDEPENDENT CONTRACTOR.

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City. Contractor shall not enter any subcontracts for performance of its responsibilities under this Contract without the written consent of the City.

4. NON-ASSIGNMENT.

Contractor shall not assign, transfer or convey this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the previous written consent of the City and the written concurrence of Contractor's surety. In the event Contractor attempts to assign, transfer, convey or otherwise alter this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City, City may, at its option, terminate this Contract immediately.

5. AREAS OF SERVICE.

The areas of service in the City in which Contractor will perform services pursuant to this Contract are those specified in the Garbage and Refuse Collection and Disposal Contract entered into September 1, 2008, and shall include all residential units within the City limits as of the effective date of this agreement and as may be increased or decreased during the term of this agreement.. Said provisions being incorporated herein by reference and such other areas of the City as identified by City and Contractor pursuant to Paragraph 9 of this Contract.

6. SCOPE OF SERVICE.

- a. Curbside recycling. Contractor will perform curbside recycling services in the City as follows:
 - i. Collection. Contractor shall collect and remove all recyclable materials, which are placed in or adjacent to containers, marked with the word “recycling” or with the recycling symbol, at the curbside on public streets, from all single family residences, guest homes, bed and breakfast facilities and all residential complexes of six or fewer units located in the service area described in Paragraph 5 of this Contract. Items placed at the curb for recycling may be “comingled” or not sorted. Should the City desire to change from comingled or single-stream curbside pickup to sorted curbside pickup, City shall notify City at least 120 days prior to the date of the proposed change.
 - ii. Recyclable materials defined. For the purpose of this Contract, recyclable materials include but are not limited to: newspaper, magazines, office paper, junk mail, cardboard, clear container glass, colored container glass, aluminum cans, tin cans, all plastics numbered 1-7, and such other materials as are mutually agreed upon in writing by Contractor and City, which are collected by Contractor pursuant to subparagraph (i) of this Paragraph 6. Recyclables must be deposited in the recycling bins provided by the City, or similar bins clearly labeled as recyclables, as a requirement for pick up.
 - iii. Time of collection. Contractor shall collect the recyclable materials placed at the curbside for collection every other week, regardless of the weather conditions. Collection shall be on the same day of the week as garbage collection service. Collection schedules for holidays will be maintained in accordance with the present holiday schedule.

- iv. Container purchase and distribution. City shall purchase and distribute on a door-to-door basis, at City's sole cost and expense, one colored container to each eligible residence in the area of service. During the term of this Contract, the ownership of the containers purchased by City shall rest with the City, and on termination of the Contract the ownership and right to dispose of the container shall be solely the decision of the City.
- v. Replacement of containers. The parties acknowledge that from time-to-time a resident may lose or otherwise destroy the containers supplied by Contractor. City will assume responsibility for the replacement of lost or destroyed containers during the term of this Contract by making containers available for purchase by residents. The City shall not be bound to bear the cost of replacing containers.
- vi. Transportation of materials. Contractor shall transport the collected recyclable materials to a material processing facility and Contractor shall have responsibility for the sale of such materials in a timely manner. No recyclable materials, may be disposed of in a landfill or other manner than identified in this agreement.

Contract. Contractor assumes all responsibility and liability for storage and disposal of the recyclable materials in the event it is unable to sell the recyclable materials.

- vii. Labor and costs. Contractor shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment required to perform curbside collection, processing and marketing pursuant to this Contract.
- viii. Missed pickups. In the case of a missed pickup called in by a resident, Contractor shall arrange for the pickup of all materials the same day the Contractor is notified of the missed pickup or not more than twenty-four (24) hours after notice of the missed pickup is received.
- ix. Number of collection units. Contractor shall provide an adequate number of collection-recycling vehicles as described in subparagraph (x) of this Paragraph 6, and such additional transportation vehicles as are necessary to perform its responsibilities under this Contract.
- x. Type of collection units. Contractor shall use collection units to perform its responsibilities and such additional vehicles required to access areas in the City inaccessible to the collection units. Collection units and other vehicle types shall be subject to the approval of the City.
- xi. Maintenance, cleanliness and identification of collection units. The collection units must be licensed in the State of Illinois and shall operate

in compliance with all applicable State, Federal and Municipal regulations. All vehicles must be manufactured and maintained to conform with ANSI standards. All vehicles shall be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Contractor.

- xii. Safety requirements. Contractor shall comply with ANSI, OSHA, Industrial Commission and other Federal, State, IEPA and local laws and regulations applicable to the operation of recycling collection vehicles and a curbside recycling service. No vehicle shall be overloaded.
- xiii. Employer training. Contractor shall use only properly trained employees. Contractor shall further certify that each employee assigned to drive a vehicle possesses a valid State CDL license and other licenses required by law or regulation.
- xiv. Employee appearance. Contractor shall require employees to be courteous at all times, work quietly and not trespass or loiter. Clothing shall be neat and clean as practicable. Shirts shall be required at all times.
- xv. Contamination. Non-recyclable materials placed in a recycling bin shall not be collected by Contractor. Contractor shall leave a completed form in the container explaining the reason the non-recyclable materials are not collected. City reserves the right to review and approve the standard form used by the Contractor.
- xvi. Number of employees. An adequate number of personnel shall be provided by the Contractor to perform its responsibilities under this Contract.
- xvii. Standard performance. All of Contractor's responsibilities under this Contract shall be performed to the satisfaction of the City and in a manner consistent with the standards imposed in the Garbage and Refuse Collection and Disposal Contract previously entered into.
- xviii. Reports. Contractor shall file with the City written reports pursuant to Exhibit" A" attached hereto and fully incorporated by this reference.

7. SCHEDULE OF PERFORMANCE.

Contractor shall perform those services set forth in Paragraph 6 entitled Scope of Service. The Schedule of Performance may be modified by the mutual written agreement of the City and Contractor. If Contractor does not satisfy the Schedule of Performance, the City may exercise its rights as specified in Paragraph 14.

8. CHARGES FOR RESIDENTIAL SERVICE

- a. Base price. Contractor shall be compensated by the City at the amount of Two Dollars and 70/100 (\$2.70) per month per household unit. The number of household units entitled to receive service and the monthly compensation paid shall be determined on the same basis as set forth in Paragraph 10 of the September 1, 2008 Garbage and Refuse Collection and Disposal Contract.
- b. Revenues. The amount of gross revenue accrued each month from the sale of recyclable materials shall be retained by Contractor.

9. EXPANSION PROGRAM.

- a. Proposal for expansion. If, during the term of this Contract, City desires to expand the curbside recycling program, City shall submit to Contractor a written proposal for such expansion (hereinafter called "expansion proposal"). The expansion proposal shall include a description of the nature of the service to be performed, the term of the proposed service (not to exceed the then unexpired term of this Contract), and the proposed payment to Contractor. Such expansion proposal shall be submitted to Contractor not less than ninety (90) days prior to the proposed date of expansion.
- b. Response by Contractor. Upon receipt of the expansion proposal from City, Contractor shall have thirty (30) days in which to submit a written response to City.
- c. City determination. Following receipt of Contractor's written response, City shall have sixty (60) days in which to accept or reject Contractor's response. During these sixty (60) days, City and Contractor agree to negotiate in good faith any terms or conditions in the expansion proposal and Contractor's response thereto upon which there is disagreement. If City and Contractor fail to reach an agreement with respect to the terms and conditions for expansion of the curbside recycling program within the time specified herein, Contractor shall continue to perform curbside recycling in the area of service specified herein for the remaining term thereof, subject to the provisions of Paragraphs 14 and 15.

10. FREE SERVICE TO CITY FACILITIES.

During the term of this Contract, the Contractor agrees to furnish free collection and disposal service for recyclables to all facilities which are either owned or leased by the City.

11. **INSURANCE.**

Contractor shall obtain and maintain throughout the term of this Contract, at Contractor's sole cost and expense, not less than the insurance coverage set forth in Paragraph 15 of the Garbage and Refuse Collection and Disposal Contract, incorporated herein by this reference. All insurance will be by insurers acceptable to the City and authorized to do business in the State of Illinois. The insurance shall hold harmless the City of the actions of Contractor and Contractor's subcontractors.

12. **INDEMNIFICATION AND HOLD HARMLESS.**

Contractor agrees to indemnify, hold harmless and defend City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting from, or in any way connected with, Contractor's performance of this Contract, the operations of Contractor, its agents, employees or subcontractors, or the failure of Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.

13. **HANDLING OF COMPLAINTS.**

Any complaint made to the Contractor shall be given prompt and courteous attention, and in case of alleged missed schedule collections, the Contractor shall investigate, and if such allegations are verified, the Contractor shall arrange for the pickup of all materials the same day the complaint is registered or not more than twenty-four (24) hours after the complaint is received.

14. **TERMINATION.**

- a. In the event Contractor defaults in the performance of any of the agreements or covenants to be kept, done or performed under the terms of this Contract, City shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice, Contractor shall:
 - i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
- b. If the Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which the City may exercise singly or in combination;

- i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
- ii. The right to enter into an agreement with others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.

15. INSOLVENCY OF CONTRACTOR/TERMINATION OF CONTRACT.

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of the City, terminate this Contract.

16. LAW TO GOVERN.

This Contract is entered into and is to be performed in the State of Illinois. City and Contractor agree that the law of the State of Illinois shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

17. CONTRACTOR'S REPRESENTATIONS.

Contractor represents that:

- a. Contractor is duly organized and existing in good standing under the laws of Illinois.
- b. Contractor has the power, authority and possesses all permits necessary and has the legal capacity to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof has been duly authorized.
- c. This Contract has been duly entered into and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

18. MANNER OF CONDUCTING BUSINESS.

The Contractor shall undertake to perform all services required of it hereunder in a neat, orderly and efficient manner, and shall use care and diligence in the performance of this Contract. The Contractor shall use its best efforts to prohibit an drinking of alcoholic beverages and use of illicit drugs by any employee of the Contractor while on duty or in the course of performing its obligations under this Contract.

19. FAILURE OF PERFORMANCE BY THE CONTRACTOR.

In the event of any failure, or allege failure, on the part of the Contractor to perform its obligations required under the terms of this Contract, and in the event that said failure to perform shall continue for a period of more than forty-eights (48) hours after written notice is given to the Contractor by the City, specifying the particular obligations that the Contractor has failed to perform and provided that such failure of performance shall not be due to strikes, catastrophe or act of God or other cause beyond the Contractor's control, then the City may, at its option, make such arrangements for said acts to be performed as the City may see fit, and may deduct any and all reasonable costs incurred by the City in connection therewith from the amount hereinabove specified as payment to the Contractor for such services. In the event that the Contractor and the City disagree as to whether or not the Contractor has failed to perform any of its obligations hereunder, then the parties shall immediately proceed to refer said issue to non-binding arbitration, one arbitrator to be appointed by the City, one arbitrator to be appointed by the Contractor and a third arbitrator to be selected by the two arbitrators so designated.

20. PERFORMANCE BOND.

It is understood that the Performance Bond previously furnished to the City by Contractor pursuant to Paragraph 24 of the Garbage and Refuse Collection and Disposal Contract shall be applicable to the obligations imposed on the Contractor pursuant to this Contract. All other terms and conditions of Paragraph 24 related to Performance Bond shall be applicable to this Contract.

21. MAINTENANCE OF PERMITS AND LICENSES.

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Contract all permits, licenses and approvals necessary or required for Contractor to perform the work and services described.

22. COMPLIANCE WITH LAWS ORDINANCES AND REGULATIONS.

- a. Contractor agrees that, in the performance of work and services under this Contract, Contractor will qualify under and comply with any and all Federal, State and local laws and regulations now in effect, or hereinafter enacted during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- b. Contractor shall, at all times comply with said applicable laws for the transportation of waste and shall provide to the City (1) within five days after the receipt thereof, true, correct, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any Governmental body; and (2) prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

23. EXCLUSION OF WARRANTIES.

THE CITY MAKES NO WARRANTY OF MERCHANTABILITY, EXPRESS OR IMPLIED, REGARDING THE RECYCLABLE MATERIALS WHICH ARE THE SUBJECT OF THIS CONTRACT. THE CITY, FURTHER, MAKES NO WARRANTY THAT THE RECYCLABLE MATERIALS ARE FIT FOR ANY PARTICULAR PURPOSE, AND THE RECYCLABLES ARE MADE AVAILABLE TO CONTRACTOR FOR HAULING PURSUANT TO THIS CONTRACT AS IS.

THE RECYCLABLE MATERIALS WILL HAVE BEEN EXAMINED BY CONTRACTOR PRIOR TO ACCEPTANCE FOR HAULING AND CITY HAS AGREED TO MAKE THE MATERIALS AVAILABLE FOR HAULING AND RECYCLING ONLY ON CONDITION THAT THE CONTRACTOR HAS FULLY EXAMINED THE MATERIALS PRIOR TO TAKING POSSESSION OF THEM. THE CITY ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF RECYCLABLE MATERIALS IN A FASHION SUITABLE TO MEET THE INDIVIDUAL NEEDS AND PURPOSES OF CONTRACTOR, MONTGOMERY TRUCKING, INC., OR ANY OTHER PARTY.

24. ADJUSTMENT TO CHARGE FOR CURBSIDE RECYCLING SERVICE.

In addition to the adjustment to the charges for residential service as may be made based upon the number of residential units served in accordance with Paragraph 8 herein and in accordance with Paragraph 11 of the Garbage and Refuse Collection and Disposal Contract between the parties, at any time after September 1, 2008, the Contractor may

request an adjustment to the Two Dollars and 70/100 (\$2.70) per household unit charge in accordance with one or more of the following criteria:

- a. The Contractor may request that the per household unit charge be increased for each fiscal year commencing with the fiscal year starting May 1, 2009. The increase requested, if any, shall be equal to the percentage increase of a Cost of Living Index agreed to by the parties and published by the U.S. Department of Labor, Bureau of Labor Statistics, as of March 31 of the current year from said agreed upon Index from March 31 of the previous year. Said increase, if any, shall be effective as of the 1st day of May of the fiscal year immediately following the calculation. As an example, the increase, if any, to be effective on May 1, 2009 shall be determined by comparison between the agreed upon Index as of March 31, 2008 and the agreed upon Index as of March 31, 2009.
- b. In addition to the potential increase provided for in subparagraph (a) hereof, the Contractor may be entitled to seek an increase in the per residential unit charge if the charge in the nature of a dumping fee that the Contractor pays to Faherty Transfer Station, Platteville, Wisconsin, or any other material processing facility, for each cubic yard of recyclable materials dumped at the Faherty Transfer Station or other material processing facility increases beyond the present aggregate charge. In the event said charges increase, then eighty percent (80%) of said increase relating to recycling materials picked up from household units in the City minus the net income earned by Contractor for the sale of recyclable materials, may be requested as an additional increase to the monthly invoice submitted to the City. If agreed to, the City would then pay to the Contractor on a monthly basis eighty percent (80%) of the increased charge incurred by the Contractor for the previous month minus the net income earned by Contractor for the sale of recyclables. Records submitted by the Contractor of dumping fees paid to Faherty Transfer Station or to any other processing facility shall be evidence of the amount so paid by the Contractor. Records submitted by the Contractor of income earned for the sale of recyclables shall be evidence of the amount received by the Contractor.
- c. In the event that the Contractor makes a request for an adjustment in accordance with the foregoing, the City shall have sixty (60) days from the date of its receipt of said request to consider an act on said request. In the event that the City approves the adjustment based on said request, then the adjustment shall become effective upon said approval by the City. In the event that the City does not approve said request, it shall notify the Contractor of its failure to approve said request and the Contractor shall then have thirty (30) days to accept the failure of the City to agree to an adjustment or to terminate the Contract.
- d. In the event that the Contractor elects to terminate the Contract, it shall give the City written notice of its election to so terminate the Contract, which notice shall specify the effective date on which the Contract shall be terminated, which date

shall be no sooner than ninety (90) days from the date that said written notice is given.

- e. In no event shall the effective date of said termination occur prior to May 1, 2009. In the event that the Contract is terminated, neither the City nor the Contractor shall have any further obligations under the Contract after the effective date of the termination.

25. NOTICES.

All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

CITY: City Administrator,
312 1/2 North Main Street
Galena, Illinois 61036

CONTRACTOR: Montgomery Trucking, Inc.,
929 Fulton Street, P.O. Box 6081
Galena, Illinois 61036

or such other address as the parties may designate in writing.

26. WAIVER.

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

27. AMENDMENT.

This Contract may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

28. ENTIRETY.

This Contract and the previously entered Garbage and Refuse Collection and Disposal Contract contain the entire Contract between the parties as to the matters

contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

CITY OF GALENA, a Municipal Corporation

BY: Tom Brusch
Tom Brusch, Mayor

Attest to:

Mary Beth Hyde
Mary Beth Hyde, City Clerk

MONTGOMERY TRUCKING, INC.

BY: Mark E. Nately
President

Attest to:

[Signature]
Vice President

EXHIBIT "A"

REPORTS AND RECORDS

Reports. Contractor shall submit to City the following reports on forms agreed to by the parties during the remaining term of this Contract and any subsequent extensions.

Semi-Annual Reports. On or before September 1st and March 1st of each year of the term of this Contract, Contractor shall submit a semi-annual report to the City, which includes at least the following:

1. Summaries of tonnages of recyclable materials recovered. The City acknowledges that tonnages may be well-reasoned estimates since the Contractor does not collect recyclables exclusively in Galena;
2. Summaries of yards of non-recyclable materials collected within the City limits and deposited in landfills pursuant to the Garbage and Refuse Collection and Disposal Contract. The method of calculating yards collected within the City shall be subject to the agreement of the parties and may include estimating if the collection route includes properties and refuse outside of the City;

Contractor's Records. Contractor shall maintain its books and records related to summaries of garbage collected and costs and expenses of land filling in accordance with the following minimum requirements:

1. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit upon written request by the City. The records shall be available at the City's address.

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 *CAE*

DATE: 3 May 2013

RE: Sidewalk and Curb/Gutter Improvements
Approval of Unit Prices

Requests for unit costs for sidewalk, curb and gutter and other items were sent to seven contractors, of these five responded and are detailed in the attached table.

This project involves the installation and replacement of various areas of sidewalk and curb and gutter at different locations through Galena. During the year requests are received from residents about deteriorated infrastructure. Typically a list is compiled and city staff arrange for the repair to be completed. The first area to be addressed is replacement curb and gutter opposite 318 South High Street. Wiene Excavating and Concreting have the lowest unit cost for curb and gutter replacement at \$23 a linear foot.

I recommend the city council gives approval for city staff to select best unit costs for various items of work starting with curb and gutter replacement by Wiene Excavating and Concreting.

UNIT PRICES FOR 2013

Item Description	Unit	Quantity	Wienen Concreting		Wienen Landscaping		Louie's Trenching		Jackson Concrete		MNS Construction	
			Unit	Quantity	Unit	Quantity	Unit	Quantity	Unit	Quantity	Unit	Quantity
1 Remove and replace sidewalk 5 inch thick	SF	200	9	1800	8	1600	8	1600	8.5	1700	7.64	1528
2 Remove and replace sidewalk 7 inch thick	SF	100	10	1000	10	1000	8.75	875	10.5	1050	8.64	864
3 Remove and replace 5 inch thick exposed aggregate sidewalk	SF	200	11	2200	10	2000	11	2200	9.5	1900	8.64	1728
4 Remove and replace 7 inch thick exposed aggregate sidewalk	SF	100	12	1200	12	1200	12	1200	11	1100	9.64	964
5 Install sidewalk 5 inch thick	SF	100	9	900	6.5	650	7.5	750	7	700	7.64	764
6 Install curb and gutter, 24 inches wide	LF	50	23	1150	32	1600	30	1500	32.5	1625	28.64	1432
7 Remove and replace curb and gutter, 24 inches	LF	50	23	1150	39	1950	35	1750	42.5	2125	28.64	1432
8 Remove and replace 4 inch thick HMA road	SY	50		0		0		0		0	64	3200
9 Repair damaged concrete sidewalk/stairs with	Bag	3	200	600	290	870	400	1200	316.7	950.1	264	792

CITY OF GALENA

Invoice Register
Input Date(s): 05/29/2013 - 06/30/2013Page: 1
Jun 06, 2013 09:59am

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
ADDOCO INC						
ADDOCO INC		971				
00028302	1 Inv	PLAYGROUND MATTING	05/22/2013	120.00		17.52.820.06
Total ADDOCO INC				120.00		
ALVIN'S POOL & SPA						
ALVIN'S POOL & SPA		104				
026130	1 Inv	CHEMICALS	05/29/2013	540.38		59.55.656.00
026143	1 Inv	REPAIRS	05/30/2013	357.50		59.55.511.02
Total ALVIN'S POOL & SPA				897.88		
AMER. PUBLIC WORKS ASSOC.						
AMER. PUBLIC WORKS ASSOC.		758				
050913	1 Inv	DUES APWA	05/09/2013	169.00		01.45.561.00
Total AMER. PUBLIC WORKS ASSOC.				169.00		
AMERICAN WATER ENTERPRISES						
AMERICAN WATER ENTERPRISES		1005				
J7-20018847	1 Inv	WATER CONTRACT	06/01/2013	26,183.74		51.42.515.00
J7-20018847	2 Inv	SEWER CONTRACT	06/01/2013	26,183.74		52.43.515.01
Total AMERICAN WATER ENTERPRISES				52,367.48		
AT & T (LOCAL)						
AT & T (LOCAL)		103				
060113	1 Inv	PHONE	06/01/2013	376.16		01.21.552.00
Total AT & T (LOCAL)				376.16		
BARD MATERIALS CENTRAL REGION						
BARD MATERIALS CENTRAL REGION		119788				
71352	1 Inv	SIDEWALK/BENCHES	05/18/2013	280.00		01.41.514.08
Total BARD MATERIALS CENTRAL REGION				280.00		
BARKLOW, DONALD						
BARKLOW, DONALD		833				
052813	1 Inv	MEALS/ILEAS TRAINING	05/28/2013	102.88		01.21.562.00
Total BARKLOW, DONALD				102.88		
BLACKTOP DRIVEWAY SERVICE						
BLACKTOP DRIVEWAY SERVICE		71				
3594	1 Inv	BIKE RACE ROUTE CRAC	05/26/2013	3,368.00		01.41.514.02
Total BLACKTOP DRIVEWAY SERVICE				3,368.00		
BRAUN INTERTEC CORPORATION						
BRAUN INTERTEC CORPORATION		119552				
369086	1 Inv	STORM PUMP	05/28/2013	246.75		41.61.860.06

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total BRAUN INTERTEC CORPORATION				246.75		
BREATHING AIR SYSTEMS DIVISION						
BREATHING AIR SYSTEMS DIVISION 119243						
1030349	1 Inv	COMPRESSOR SWITCH	03/08/2013	219.98		22.22.652.00
Total BREATHING AIR SYSTEMS DIVISION				219.98		
BROWN TRAFFIC PRODUCTS						
BROWN TRAFFIC PRODUCTS 853						
038488	1 Inv	TRAFFIC SIGNAL REPAIR	05/23/2013	27.08		15.41.514.06
Total BROWN TRAFFIC PRODUCTS				27.08		
BUSINESS TECHNOLOGIES						
BUSINESS TECHNOLOGIES 938						
20641	1 Inv	REGISTER MAINTENANC	05/30/2013	50.00		59.55.512.01
Total BUSINESS TECHNOLOGIES				50.00		
CEDAR CROSS OVERHEAD DOOR						
CEDAR CROSS OVERHEAD DOOR 588						
157724	1 Inv	REPAIR BAY DOOR	05/20/2013	66.00		22.22.611.00
Total CEDAR CROSS OVERHEAD DOOR				66.00		
COMELEC SERVICES INC.						
COMELEC SERVICES INC. 244						
0418012	1 Inv	DODGE ST. SIREN REPAI	05/23/2013	152.00		12.10.512.00
0418382	1 Inv	NEW RADIO CHARGERS	05/30/2013	1,365.00		22.22.840.00
Total COMELEC SERVICES INC.				1,517.00		
CONNEY FIRST AID						
CONNEY FIRST AID 118961						
04436286	1 Inv	FIRST AID SUPPLIES	05/22/2013	115.32		59.55.651.00
Total CONNEY FIRST AID				115.32		
CUSHMAN'S GREENHOUSE, INC.						
CUSHMAN'S GREENHOUSE, INC. 119787						
010659	1 Inv	FLOWER BASKETS	04/05/2013	1,715.00		01.11.929.01
Total CUSHMAN'S GREENHOUSE, INC.				1,715.00		
DAN'S AERIAL SERVICE						
DAN'S AERIAL SERVICE 119789						
3779	1 Inv	TREE REMOVAL	05/28/2013	450.00		01.41.517.02
Total DAN'S AERIAL SERVICE				450.00		
DECKER SUPPLY CO., INC.						
DECKER SUPPLY CO., INC. 867						
878032	1 Inv	SIGNS	05/23/2013	273.71		01.41.652.04

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total DECKER SUPPLY CO., INC.				273.71		
DOIG, KATHLEEN						
DOIG, KATHLEEN		119339				
126272	1 Inv	MARKET HOUSE RESTRC	06/04/2013	330.00		01.13.511.06
Total DOIG, KATHLEEN				330.00		
eLIFEGUARD						
eLIFEGUARD		119302				
43335	1 Inv	STAFF UNIFORMS	05/21/2013	900.89		59.55.691.04
43588	1 Inv	STAFF UNIFORMS	05/29/2013	32.99		59.55.691.04
Total eLIFEGUARD				933.88		
FARNER BOCKEN COMPANY						
FARNER BOCKEN COMPANY		792				
2124481	1 Inv	FOOD	05/20/2013	13.20		59.55.652.05
2138924	1 Inv	FOOD	05/23/2013	637.15		59.55.652.05
2138926	1 Inv	FREEZER	05/23/2013	50.00		59.55.512.01
Total FARNER BOCKEN COMPANY				673.95		
FEDERAL EXPRESS						
FEDERAL EXPRESS		709				
227985458	1 Inv	HISTORIC SURVEY	05/22/2013	45.61		01.46.549.01
Total FEDERAL EXPRESS				45.61		
GALENA AREA EME.MED. SERV						
GALENA AREA EME.MED. SERV		234				
13012	1 Inv	AMBULANCE SERVICE	05/28/2013	20,574.00		01.13.543.00
Total GALENA AREA EME.MED. SERV				20,574.00		
GALENA CHRYSLER						
GALENA CHRYSLER		82				
51294	1 Inv	SQUAD 1 MAINTENANCE	05/14/2013	24.67		01.21.513.06
51450	1 Inv	SQUAD 3 MAINTENANCE	05/29/2013	23.65		01.21.513.06
Total GALENA CHRYSLER				48.32		
GALENA FIRE DEPT.						
GALENA FIRE DEPT.		91				
050613	1 Inv	ROPE FOR LADDERS	05/06/2013	62.06		22.22.655.00
Total GALENA FIRE DEPT.				62.06		
GALENA LAUN. & LINEN INC.						
GALENA LAUN. & LINEN INC.		84				
060113	1 Inv	FINANCE-LAUNDRY SER'	06/01/2013	27.00		01.13.654.00
060113	2 Inv	FIRE DEPARTMENT	06/01/2013	42.50		22.22.538.01
060113	3 Inv	POLICE DEPARTMENT	06/01/2013	30.00		01.21.651.00
060113	4 Inv	TURNER HALL-RUG SER'	06/01/2013	27.00		58.54.654.01

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total GALENA LAUN. & LINEN INC.				126.50		
GALENA LUMBER CO.						
GALENA LUMBER CO. 85						
053113	1 Inv	STARTUP/CHLORINE SHI	05/31/2013	62.75		59.55.511.02
Total GALENA LUMBER CO.				62.75		
GALL'S, INC.						
GALL'S, INC. 712						
000629138	1 Inv	UNIFORMS/TONY	05/16/2013	185.99		01.21.471.15
000654386	1 Inv	UNIFORMS/TOM	05/24/2013	170.99		01.21.471.15
000654388	1 Inv	UNIFORMS/TONY	05/24/2013	170.99		01.21.471.15
000664936	1 Inv	UNIFORMS/ERIC	05/30/2013	95.03		01.21.471.15
000666586	1 Inv	UNIFORMS/KEITH	05/30/2013	151.49		01.21.471.15
Total GALL'S, INC.				774.49		
GASSER @ GALENA						
GASSER @ GALENA 24						
053113	1 Inv	MISC. SUPPLIES	05/31/2013	84.01		01.41.652.00
053113	2 Inv	MISC. SUPPLIES	05/31/2013	117.08		01.41.653.00
053113	3 Inv	MISC. SUPPLIES	05/31/2013	147.26		22.22.652.00
053113	4 Inv	MISC. SUPPLIES	05/31/2013	78.29		20.25.515.00
053113	5 Inv	MISC. SUPPLIES	05/31/2013	44.34		22.22.652.00
053113	6 Inv	MISC. SUPPLIES	05/31/2013	43.68		22.22.830.00
053113	7 Inv	MISC. SUPPLIES	05/31/2013	69.17		59.55.511.01
053113	8 Inv	MISC. SUPPLIES	05/31/2013	486.91		59.55.511.02
Total GASSER @ GALENA				1,070.74		
GLOBAL REACH INTERNET PROD.						
GLOBAL REACH INTERNET PROD. 119792						
45194	1 Inv	MONTHLY HOSTING FEE	04/01/2013	87.50		01.13.512.05
Total GLOBAL REACH INTERNET PROD.				87.50		
HOLLAND PLUMBING, INC.						
HOLLAND PLUMBING, INC. 964						
121527	1 Inv	PLUMBING WORK	05/28/2013	4,400.00		59.55.511.02
Total HOLLAND PLUMBING, INC.				4,400.00		
HULL, HANNAH						
HULL, HANNAH 119887						
061013	1 Inv	DEPOSIT REFUND	06/10/2013	200.00		58.54.929.00
Total HULL, HANNAH				200.00		
IL DEPARTMENT OF CMS (CRF)						
IL DEPARTMENT OF CMS (CRF) 118967						
T1338808	1 Inv	IN-SQUAD COMPUTER C	05/20/2013	232.60		01.21.542.00

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Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total IL DEPARTMENT OF CMS (CRF)				232.60		
ILLINOIS ATTORNEY GENERAL						
ILLINOIS ATTORNEY GENERAL 118940						
060113	1 Inv	SEX OFFENDER REGISTI	06/01/2013	30.00		01.21.549.00
Total ILLINOIS ATTORNEY GENERAL				30.00		
ILLINOIS FIRE STORE						
ILLINOIS FIRE STORE 119034						
28592	1 Inv	HELMET LITE	05/09/2013	52.76		22.22.840.00
28607	1 Inv	HELMET	05/09/2013	312.47		22.22.840.00
28612	1 Inv	BOOTS	05/09/2013	331.97		22.22.840.00
28622	1 Inv	HELMET SHIELD	05/09/2013	72.46		22.22.840.00
Total ILLINOIS FIRE STORE				769.66		
J & R RENTAL						
J & R RENTAL 1014						
0019586	1 Inv	SAFETY GLASSES	05/21/2013	129.50		01.41.652.05
Total J & R RENTAL				129.50		
J & R SUPPLY INCORPORATED						
J & R SUPPLY INCORPORATED 951						
1304182	1 Inv	TRAFFIC SIGNAL MAINTNE	05/20/2013	545.00		15.41.514.06
1305783	1 Inv	SUPPLIES	05/24/2013	84.00		01.41.652.00
Total J & R SUPPLY INCORPORATED				629.00		
JO CARROLL ENERGY, INC.						
JO CARROLL ENERGY, INC. 397						
060113	1 Inv	ELECTRIC	06/01/2013	6,377.86		15.41.572.00
060113	2 Inv	ADMINISTRATION/ELECT	06/01/2013	466.53		01.13.571.01
060113	3 Inv	POLICE/ELECTRIC	06/01/2013	349.52		01.21.571.01
060113	4 Inv	EMS/ELECTRIC	06/01/2013	106.87		12.10.571.01
060113	5 Inv	PARKS/ELECTRIC	06/01/2013	91.41		17.52.571.01
060113	6 Inv	FLOOD CONTROL/ELECT	06/01/2013	125.81		20.25.576.01
060113	7 Inv	FIRE DEPT./ELECTRIC	06/01/2013	266.96		22.22.576.01
060113	8 Inv	TURNER HALL/ELECTRIC	06/01/2013	635.72		58.54.571.01
060113	9 Inv	WELCOME SIGNS	06/01/2013	30.07		01.41.571.01
Total JO CARROLL ENERGY, INC.				8,450.75		
JO DAVIESS CTY GIS DEPT						
JO DAVIESS CTY GIS DEPT 330						
003366	1 Inv	HISTORIC SURVEY	05/14/2013	368.88		01.46.549.01
003557	1 Inv	HISTORIC SURVEY	05/24/2013	300.00		01.46.549.01
060413	1 Inv	WATER PLAN	06/04/2013	26.00		01.45.532.01
Total JO DAVIESS CTY GIS DEPT				694.88		
JO DAVIESS CTY SHERIFF						
JO DAVIESS CTY SHERIFF 116						
060113	1 Inv	CITY SHARE OF OFFICEF	06/01/2013	200.12		01.21.538.00

TC = Terms Code 9 = 1099 Purchase Type

Invoice No	Vendor Name Seq Type	Vendor No	Description	Inv Date	Total Cost	PO No	GL Acct
060113	2 Inv		RADIO SERVICE	06/01/2013	100.00		22.22.538.00
Total JO DAVIESS CTY SHERIFF					300.12		
KNAUTZ'S HOME FURNISHINGS							
KNAUTZ'S HOME FURNISHINGS		777					
56748	1 Inv		STARTUP	05/28/2013	161.63		59.55.511.02
Total KNAUTZ'S HOME FURNISHINGS					161.63		
LAWSON PRODUCTS, INC.							
LAWSON PRODUCTS, INC.		627					
9301653614	1 Inv		MISC.	05/15/2013	559.89		20.25.652.02
9301678957	1 Inv		SAW ALL BLADES	05/24/2013	324.09		01.41.653.00
Total LAWSON PRODUCTS, INC.					883.98		
LEXISNEXIS RISK DATA MGMT. INC							
LEXISNEXIS RISK DATA MGMT. INC		376					
459397X	1 Inv		IL CRIM & TRAFFIC LAW	05/22/2013	246.98		01.21.565.00
Total LEXISNEXIS RISK DATA MGMT. INC					246.98		
MCGREEVY WILLIAMS LAW OFFICE							
MCGREEVY WILLIAMS LAW OFFICE		119647					
139622	1 Inv		SCENIC MEADOWS LITIG	05/20/2013	1,792.19		01.11.549.00
Total MCGREEVY WILLIAMS LAW OFFICE					1,792.19		
MENARDS							
MENARDS		280					
23094	1 Inv		REC PARK RESTROOMS	05/21/2013	215.82		17.52.652.00
Total MENARDS					215.82		
METLIFE SMALL BUSINESS CENTER							
METLIFE SMALL BUSINESS CENTER		775					
051613	1 Inv		DENTAL INSURANCE	05/16/2013	1,766.08		01.13.451.01
Total METLIFE SMALL BUSINESS CENTER					1,766.08		
MIDWEST RADAR & EQUIPMENT							
MIDWEST RADAR & EQUIPMENT		467					
141975	1 Inv		RADAR CERTIFICATIONS	05/30/2013	160.00		01.21.549.00
Total MIDWEST RADAR & EQUIPMENT					160.00		
MURRAY, B. L. CO. INC.							
MURRAY, B. L. CO. INC.		135					
79701	1 Inv		SUPPLIES	06/04/2013	59.16		17.52.652.00
Total MURRAY, B. L. CO. INC.					59.16		
NICOR (F)							
NICOR (F)		118924					
060113	1 Inv		CITY HALL-GAS	06/01/2013	97.63		01.13.571.05

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
060113	2 Inv	GREEN STREET	06/01/2013	45.85		01.13.571.05
060113	3 Inv	POLICE-GAS	06/01/2013	55.36		01.21.571.05
060113	4 Inv	PUBLIC WORKS-GAS	06/01/2013	204.85		01.41.571.05
060113	5 Inv	FIRE DEPARTMENT-GAS	06/01/2013	185.09		22.22.571.05
060113	6 Inv	TURNER HALL-GAS	06/01/2013	416.26		58.54.571.01
Total NICOR (F)				1,005.04		
O'HERRON CO.INC., RAY						
O'HERRON CO.INC., RAY		548				
1316212	1 Inv	UNIFORMS/BILL & CHUCI	05/23/2013	137.93		01.21.471.15
Total O'HERRON CO.INC., RAY				137.93		
PARK & RECREATION SUPPLY, INC						
PARK & RECREATION SUPPLY, INC		607				
4158	2 Adj	PARK BENCHES	06/03/2013	1,058.25 -		17.52.870.01
Total PARK & RECREATION SUPPLY, INC				1,058.25 -		
PEPSI-COLA BOTTLING CO. OF DBQ						
PEPSI-COLA BOTTLING CO. OF DBQ		118779				
50750293	1 Inv	POP	05/22/2013	1,112.08		59.55.652.05
Total PEPSI-COLA BOTTLING CO. OF DBQ				1,112.08		
PETITGOUT CORPORATION						
PETITGOUT CORPORATION		689				
6872	1 Inv	JULIE LOCATES	05/28/2013	75.00		01.41.549.00
Total PETITGOUT CORPORATION				75.00		
PUBLIC SAFETY SHARED SERV. CNT						
PUBLIC SAFETY SHARED SERV. CNT		119872				
060113	1 Inv	SEX OFFENDER REGISTI	06/01/2013	30.00		01.21.549.00
Total PUBLIC SAFETY SHARED SERV. CNT				30.00		
REDFEARN TREE SERVICE & NURS.						
REDFEARN TREE SERVICE & NURS.		118895				
4755	1 Inv	TREE REPLACEMENT	05/19/2013	563.00		01.41.517.02
Total REDFEARN TREE SERVICE & NURS.				563.00		
RIVER CITY PAVING						
RIVER CITY PAVING		56				
4300008670	1 Inv	COLD PATCH	05/29/2013	652.08		15.41.614.00
Total RIVER CITY PAVING				652.08		
STRAND ASSOCIATES, INC.						
STRAND ASSOCIATES, INC.		954				
0097756	1 Inv	STORM PUMP DESIGN	05/13/2013	600.00		41.61.860.06

Invoice No	Vendor Name Seq Type	Vendor No Description	Inv Date	Total Cost	PO No	GL Acct
Total STRAND ASSOCIATES, INC.				600.00		
TOP NOTCH PLUMBING, HEATING						
TOP NOTCH PLUMBING, HEATING		625				
15190	1 Inv	GENERATOR REPAIR	05/22/2013	63.50		22.22.830.00
Total TOP NOTCH PLUMBING, HEATING				63.50		
TREASURER, STATE OF ILLINOIS						
TREASURER, STATE OF ILLINOIS		119672				
060113	1 Inv	SEX OFFENDER REGISTI	06/01/2013	5.00		01.21.549.00
Total TREASURER, STATE OF ILLINOIS				5.00		
TRI-STATE PORTA POTTY, INC.						
TRI-STATE PORTA POTTY, INC.		908				
4684	1 Inv	BIKE TRAIL/PORTA POTT	06/01/2013	216.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC.				216.00		
TRI-STATE SCREEN PRINTING						
TRI-STATE SCREEN PRINTING		119187				
10527	1 Inv	SHIRTS	05/24/2013	419.95		59.55.691.04
Total TRI-STATE SCREEN PRINTING				419.95		
US CELLULAR						
US CELLULAR		92				
060113	1 Inv	PUBLIC WORKS/CELL PH	06/01/2013	36.67		01.41.552.00
060113	2 Inv	ADMIN/CELL PHONE	06/01/2013	67.62		01.11.552.00
060113	3 Inv	FIRE DEPT./CELL PHONE	06/01/2013	36.67		22.22.552.00
060113	4 Inv	POLICE/CELL PHONES	06/01/2013	73.34		01.21.552.01
Total US CELLULAR				214.30		
VALLEY PERENNIALS						
VALLEY PERENNIALS		118994				
11129	1 Inv	REPLACEMENT TREES	05/15/2013	139.98		01.41.517.02
Total VALLEY PERENNIALS				139.98		
WEBER PAPER COMPANY						
WEBER PAPER COMPANY		40				
529462	1 Inv	CLEANING SUPPLIES	05/23/2013	100.18		59.55.654.00
529463	1 Inv	CLEANING SUPPLIES	05/23/2013	130.63		59.55.654.00
529464	1 Inv	MARKET HOUSE RESTRC	05/23/2013	377.90		01.13.511.06
530146	1 Inv	JANITOR SUPPLIES	05/30/2013	59.14		01.13.654.00
Total WEBER PAPER COMPANY				667.85		
WHITE, JUDY						
WHITE, JUDY		1204				
060113	1 Inv	JANITOR SERVICES	06/01/2013	110.00		01.41.511.01

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Total WHITE, JUDY				110.00		
WHKS & CO.						
31783	1 Inv	GEAR ST. DESIGN	05/28/2013	2,733.33		41.61.860.05
Total WHKS & CO.				2,733.33		
WIZARD COMPUTERS INC						
12699	1 Inv	COMPUTER MAINTENAN	05/25/2013	857.50		01.21.684.00
Total WIZARD COMPUTERS INC				857.50		
Grand Total:				116,818.68		

Vendor Number Hash: 3133088
 Vendor Number Hash - Split: 3732701
 Total Number of Invoices: 87
 Total Number of Transactions: 115

Terms Description	Invoice Amt	Net Inv Amt
Open Terms	116,818.68	116,818.68
	116,818.68	116,818.68