



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

TUESDAY, NOVEMBER 12, 2013

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

ITEM	DESCRIPTION
13C-0419.	Call to Order by Presiding Officer
13C-0420.	Roll Call
13C-0421.	Establishment of Quorum
13C-0422.	Pledge of Allegiance
13C-0423.	Reports of Standing Committees
13C-0424.	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 CA13-21

ITEM	DESCRIPTION	PAGE
13C-0425.	Approval of the Minutes of the Regular City Council Meeting of October 28, 2013	4-8
13C-0426.	Approval of Change Order Summary #3 for the New City Hall Project	9-10
13C-0427.	Approval of a Request by Midwest Medical Center to Use the Galena River Trail for the 2 nd Annual Sprint Into Spring 5k/10k Race on April 12, 2014	11
13C-0428.	Approval of Purchase of Furniture for New City Hall	12-14

UNFINISHED BUSINESS

None.

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
13C-0429.	Annual Report from the Galena Community Garden	--
13C-0430.	Discussion and Possible Action on Request by the Jo Daviess County Convention and Visitors Bureau to Utilize Recreation Park for a Transition Zone and Finish of the 2014 Galena Triathlon and Duathlon on May 17, 2014	15
13C-0431.	First Reading of an Ordinance Amending Table 154.403.1 "Permitted Land Uses", Chapter 154.015 "Definitions" and Chapter 154.406(D)(8)(A)(5) of the <u>Code Of Ordinances</u> of the City of Galena	16-19
13C-0432.	First Reading of Ordinance Approving the Purchase of 2.20 Acres of Real Estate at 11410 Route 20 West, Galena, for a Fire Department Training Facility	20-24
13C-0433.	First Reading of an Ordinance Annexing 2.20 Acres Adjacent to the Galena Industrial Park	25-29
13C-0434.	Discussion and Possible Action on a Resolution Approving the Critical Incident Response Team Agreement	30-35
13C-0435.	Discussion and Possible Action on Renewal of Blacksmith Shop Use Agreement	36-42
13C-0436.	First Reading of an Ordinance Authorizing the Execution of the Illinois Municipal League Risk Management Association Minimum/Maximum Contribution Agreement	43-45
13C-0437.	Discussion and Possible Action on Establishing the Amount of the 2013 Tax Levy to be Collected in 2014	46-50
13C-0438.	Warrants	51-58
13C-0439.	Alderspersons' Comments	
13C-0440.	City Administrator's Report	
13C-0441.	Mayor's Report	
13C-0442.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Zoning Board of Appeals	Wed. November 13	6:30 P.M.	City Hall

City Council	Tues. November 25	6:30 P.M.	City Hall
Historic Preservation Comm.	Thurs. December 5	6:30 P.M.	City Hall

Posted: Thursday, November 6, 2013 at 4:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 28 OCTOBER 2013

13C-0401 – CALL TO ORDER

Mayor Terry Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 312½ North Main Street on 28 October 2013.

13C-0402 – ROLL CALL

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

13C-0403 – ESTABLISHMENT OF QUORUM

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

13C-0404 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

13C-0405 - REPORTS OF STANDING COMMITTEES

None.

13C-0406 – PUBLIC COMMENTS

Tom Brusch, 411 S. Prospect Street – Brusch gave a report on VisitGalena.org and updated the Council on events for October and November.

James Wirth, 121 S. High Street – As a point of order and for the purpose of clarification Wirth requested the City Clerk and City Attorney to confirm or deny the accuracy of the following statement: “The City Council Agenda for October 28, 2014 includes an item relative to zoning. Said item is not site specific but rather is a proposal which would amend Galena’s Zoning Code city-wide relative to Low Density Residential single family home districts. The City Council can uphold the decision of the Zoning Board of Appeals against the proposal or it can attempt to override it. Furthermore, nowhere on tonight’s agenda is there an item requesting the City Council to approve a request for the rehabilitation or restoration of any historic structure located within the city limits of Galena.” City Attorney Nack confirmed this was a correct statement.

CONSENT AGENDA CA13-20

13C-0407 – APPROVAL OF MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 14, 2013

13C-0408 – APPROVAL OF STRAY DOG PICK-UP AGREEMENT WITH JO DAVIESS COUNTY

13C-0409 – APPROVAL OF CHANGE ORDER #1 FOR GATEWAY PARK PROJECT

Motion: Greene moved, seconded by Kieffer, to approve Consent Agenda 13CA-20.

Discussion: None.

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

The motion carried.

UNFINISHED BUSINESS

13C-0393 – SECOND READING AND POSSIBLE APPROVAL OF AN ORDINANCE VACATING PART OF BRANCH STREET, ELM STREET, SLAUGHTER STREET AND AN UNNAMED RIGHT-OF-WAY TO SAM AND AMBER ROTI, 3935 N. COUNCIL HILL ROAD

Motion: Painter moved, seconded by Greene, to approve the second reading of an ordinance vacating part of Branch Street, Elm Street, Slaughter Street and Unnamed Right-of-Way to Sam and Amber Roti, 3935 N. Council Hill Road, item 13C-0393.

Discussion: None.

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

The motion carried.

NEW BUSINESS

13C-0410 – FIRST READING OF AN ORDINANCE APPROVING THE PURCHASE OF 1.753 ACRES OF PROPERTY ALONG DEWEY AVENUE FROM SAM AND AMBER ROTI

Motion: Painter moved, seconded by Greene, to approve the first reading and waive the second reading of an ordinance approving the purchase of 1.753 acres of property along Dewey Avenue from Sam and Amber Roti.

Discussion: None.

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

The motion carried.

13C-0411 – DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION FOR ZONING CALENDAR NO. 13A-02. A REQUEST FOR A TEXT AMENDMENT TO THE ZONING ORDINANCE TABLE 154.403.1 PERMITTED LAND USES TO AMEND THE LOW DENSITY RESIDENTIAL DISTRICT TO ALLOW FOR PUBLIC ACCOMODATIONS, SMALL INNS TO OPERATE BY SPECIAL USE PERMIT

Motion: Painter moved, seconded by Lincoln, to approve the text amendment to the Zoning Ordinance with the condition that the owner of the Small Inn within a low density residential area must reside in or within 150 feet of the Inn and on the property, item 13C-0411.

Discussion: Painter advised this approval merely allows a special use permit to be applied for. It allows property owners to explore opportunities for the property and gives the Zoning Board a chance to specify conditions under the special use. It does not create a rubber stamp that any applicant will automatically have approval. Painter felt adding the condition about the owner residing in or in close proximity on the property will make the situation much like a Bed and Breakfast.

Painter asked Zoning Administrator, Matt Oldenburg, to clarify any type of issues he would see that would need to be addressed by an applicant before coming to the board. Oldenburg advised they would need a detailed site plan, considerations of topography and the density or intensity of use. If the special use were approved, it would have to meet all building and fire codes and must be licensed by the City of Galena for each room rented on a transient basis. These requirements would have to be met in order to become a viable guest accommodation. Structures located in

the Historic District would be required to go before the Historic Preservation Advisory Council for any changes to the structure itself. Oldenburg reminded Council the Zoning Board can approve or deny the special use or can approve with conditions.

Greene questioned if there is a requirement for off street parking. Oldenburg advised presently the ordinance requires one off street parking space for each guest room. Bed and Breakfasts must also provide a space for the owner. Small Inns would require one space for the owner or agent of the owner. Newer developments must comply with having an additional handicapped accessible stall. Oldenburg advised they could consider on street parking as fulfilling part of the parking requirements.

Fach questioned at what point protests carry any weight in refusing an applicant and how many people would have to protest. Oldenburg advised there is no actual number. The Zoning Ordinance includes a clause for text amendments whereby if 20 percent of the adjacent property owners provide a written protest on a map amendment, it would take a 2/3 vote to pass the map amendment. A written protest would only weigh in at a public hearing.

Council was advised, in this case, since there is a negative recommendation from the Zoning Board, it would require a 2/3 vote from the City Council to overturn.

Fach voiced concern it doesn't matter what the neighbors feel. It is what the Board feels. He stated he hates to see this happen as he feels it is weakening our ordinance over all.

Lincoln stated the way he looks at it is what is best for the City as a whole and does the City benefit from this. He was in favor of the amendment and felt it would be a good addition to the community.

Renner sated he doesn't want to regress back to the 70's where things were left go and people couldn't maintain their properties. Renner felt this was good for the large residential structures in town to help people maintain them. He noted there are always conditions that can be added to help lessen any ill will towards anything in any neighborhood. He felt it was a good text amendment.

Fach stated the whole guest house business was to help the owner with the upkeep of the structure. There is nothing in the ordinance that says they should be able to make a living doing it.

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

The motion carried.

13C-0412 – DISCUSSION AND POSSIBLE ACTION ON A CONTRACT WITH COMMUNITY FUNDING AND PLANNING SERVICES FOR SURVEY AND GRANT WRITING FOR THE THIRD AND RIVES SEWER PROJECT

Motion: Kieffer moved, seconded by Painter, to approve entering into a contract with Community Funding and Planning Services for survey and grant writing for the Third and Rives Sewer Project and amended to include in the amount of \$4,425.

Discussion: Lincoln questioned how much more leg work would need to be done with City Staff. Moran advised staff will provide some assistance. The new property survey will cost \$425. In order to be eligible for the grant 51 percent of the residents in the area must be low to moderate income. The survey will tell us if we qualify. The second phase is the actual grant writing. The plans done in 2006 will need some updating.

Council felt it was a good value and the business has a good track record with good links to grants.

Amended

Motion: Kieffer moved, seconded by Fach, to amend the motion to include in the amount of \$4,425.

Discussion: None.

Amended

Motion

Roll Call:

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

The motion carried.

Main

Motion

Roll Call:

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

The motion carried.

13C-0413 – DISCUSSION AND POSSIBLE ACTION ON ADDITION OF HIGH-EFFICIENCY LIGHTING FOR CITY HALL PROJECT

Motion: Painter moved, seconded by Bernstein, to approve the addition of high-efficiency lighting for the city hall project, item 13C-0413.

Discussion: Painter stated this is a great opportunity and a good showing of sustainability. She likes the idea of capturing the daylight and reducing the use of electricity.

Bernstein views this as an investment that will pay for itself.

Lincoln questioned if there is anything down that road that we may save money on. Moran advised he expects a nice savings on the sprinkler system. The existing system is good. They have also been able to change the lighting plan as a result of the study. The specs originally called for fairly expensive fixtures in the three new offices. Those have been changed to LED can lights at a significant savings.

Roll Call:

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

The motion carried.

13C-0414 – WARRANTS

Motion: Lincoln moved, seconded by Kieffer, to approve the Warrants as presented, item 13C-0414.

Discussion: None.

Roll Call:

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

The motion carried.

13C-0415 – ALDERPERSONS’ COMMENTS

Halloween Parade – Painter complimented the City Crew and Police Department and all involved with the Halloween Parade adding it is a well-oiled machine. When she drove downtown on Sunday it didn't even look like there were 10 people in town let alone 10,000.

Storm Sewer – Bernstein thanked the city for replacing the very dilapidated and worthless storm sewer on Gear Street. Half of the project was done last year and the rest was completed in the last couple of weeks. It was sorely needed.

13C-0416 – CITY ADMINISTRATOR’S REPORT

Street Paving – Street paving will be wrapping up early next week on Young and Division Streets.

Tax Levy – Council will receive their first look at the tax levy for this year at the next meeting.

13C-0417 – MAYOR’S REPORT

Halloween Parade - Mayor Renner thanked all who were involved with the parade. The cleanup crew did a great job.

Duff Stewart – Mayor Renner, on behalf of him and the City Council, sent well wishes to Duff Stewart and his family. We hope he continues to do well and wish them the best.

13C-0418 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:03 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

CHANGE ORDER SUMMARY

Number: **#3** Date of Issuance: **5 November 2013**

Project: **New City Hall**

OWNER: **City of Galena**

ADDRESS: **312-1/2 N. Main Street, Galena, IL 61036**

CONTRACTOR: **Montgomery Timmerman Inc.
205 S. Oak Street, Galena, IL. 61036**

ENGINEER/ARCHITECT: **Baranski Hammer Associates**

You are directed to make the following changes in the Contract Documents:

DESCRIPTION OF CHANGE ORDER:

Ref # - Architects Change Order Reference Number

Ref.#	Work Item	Justification	Cost \$
15	Replace top two courses of concrete blocks from building wall and create reinforced concrete bond beam	Top concrete blocks were all loose and no bond beam was present	2,806.24
16	Minor changes to plumbing and down spouts, abandon vent on sidewall, delete concrete blocks from old doorway and modify south-west corner of existing concrete block wall	All changes necessary to enable building work to continue on schedule	1,300.50
17	Replace existing window on north wall, and complete associated masonry work for installation	This window was not included on previous change order to replace windows	1,078.18
	TOTAL		5,184.92

ATTACHMENTS: Refer to work change directives and architect's change orders

CHANGE IN CONTRACT PRICE:

Original Contract price, including alternates 1-5		\$951,185.00
Net Change previous Change Orders	ADD	\$74,949.82
Revised Contract price with previous change orders		\$1,023,528.20
Net Change of this Change Order	ADD	\$5,184.92
Contract price with all approved Change Orders		\$1,028,713.31

CHANGE IN CONTRACT TIME:

Original Contract Substantial Completion Date	15 November 2013
Contract Completion Date Adjustment previous Change Orders	30 days
Contract Completion Date Adjustment this Change Order	0 days
Adjusted Contract Substantial Completion Date including Change Orders	15 December 2013

Recommended by:

ENGINEER

Date

Approved by:

OWNER

Date

Approved by:

CONTRACTOR

Date



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

October 23, 2013

Members of the Galena City Council;

Midwest Medical Center and Midwest Health and Fitness would like to ask the city council permission to use the Galena River Trail for our 2nd Annual Sprint into Spring 5k/10k Race hosted by Midwest Health and Fitness and Midwest Medical Center. Our event will be held on Saturday April 12, 2014 at 8 AM. The event will consist of both a 5k (3.1 miles) and a 10k (6.2 miles) race with prizes going to the top finishers.

Attached is proof of liability insurance through Midwest Medical Center and lists Midwest Medical Center as the primary insurer. Thank you for taking time to consider our request for the Galena River Trail and would appreciate your support in our event this spring!

MMC Fitness Staff
One Medical Center Drive,
Galena, Il, 61036
815-777-4960
fitness@midwestmedicalcenter.org

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: November 7, 2013

RE: City Hall Furniture

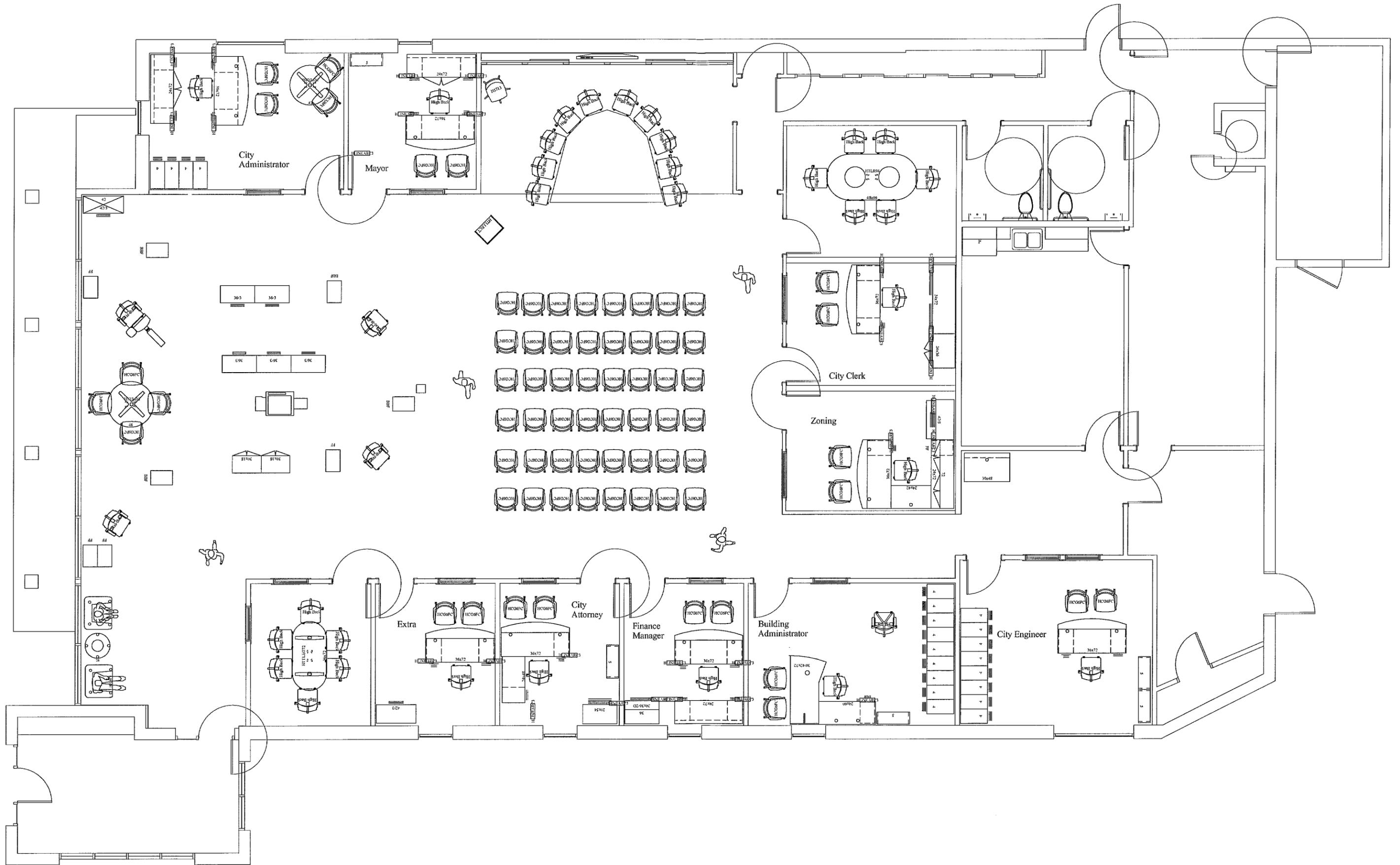
A handwritten signature in black ink, appearing to read "Mark Moran", is written over the "FROM:" line of the memorandum.

In June, I presented the cost estimate for furnishing the new City Hall. Since that time, I have been working with our selected furniture supplier, SBM Business Equipment Center of Sterling, to finalize the furniture list. I am writing to seek your approval to submit the purchase order.

All of the furniture in the new building will be new except for approximately 30 filing cabinets in the back room and the break room tables and chairs. All the proposed furniture is manufactured by HON and could be considered medium grade. All desks and tables are laminates. An example of one of the desks is available for viewing at the current City Hall. Each staff member assisted with the selection of their office furniture from the chosen line in order to best accommodate their work needs.

The total cost of the furniture, including shipping, assembly and installation is \$63,361. This is an increase from the first estimate of about \$50,000. I am attaching the floor plan for the building with all of the proposed furniture included.

Please know that everyone involved with the City Hall project is acutely focused on being as cost-conscious as possible. We are attempting make recommendations that are cost-effective and aimed at completing a quality project that will serve our community for decades to come.



City Hall Relocation Budget

As of November 7, 2013

Item	Firm	Cost
General Construction Contract	Montgomery Timmerman	\$ 951,185
Change Order Summary 1	Montgomery Timmerman	\$ (9,014)
Change Order Summary 2	Montgomery Timmerman	\$ 81,357
Change Order Summary 3	Montgomery Timmerman	\$ 5,185
		<u>\$ 1,028,713</u>
Furniture	SBM Office Equipment	\$ 64,000
Phone System	Business Telephone Systems	\$ 6,595
Audio Visual System	Advanced Technologies	\$ 15,437
Security System	Security Products of Dubuque	\$ 5,320
Computer Network	Wizard Computer	\$ 5,500
Building Permit Software	Civic Systems	\$ 13,200
Landscaping	To be determined	\$ 10,000
Architectural Fees	Baranski HMS	\$ 12,850
Construction Administration Fees (Est.)	Baranski HMS	\$ 35,000
Mechanical Engineering Fees	Modus	\$ 4,980
Contingency	NA	\$ 25,000
		<u>\$ 197,882</u>
		<u><u>\$ 1,226,595</u></u>

TOTAL PROJECT COST \$ 1,226,595

Fund Balance Estimates

General Fund projected year-end balance after City Hall expenses	\$ 1,946,356
Projected year-end fund balance for all funds	\$ 6,434,832



October 23, 2013

City of Galena
Honorable Mayor Renner and City Council
312 ½ N. Main St.
Galena, IL 61036

Dear Mayor Renner and Galena City Council Members

The Galena/Jo Daviess County Convention & Visitors Bureau is interested in possibly moving the Galena Triathlon & Duathlon Transition 2 and Finish Line back to Recreation Park for the 2014 event to be held on May 17th.

The park was redesigned in 2005 with many of the amenities designed especially for the race to be successful there.

We would like to possibly bring the event back to Galena. The event draws not only athletes, but their friends and families to the area a week before the tourism season officially starts and therefore helping to extend the tourism season.

We are interested in working with the City of Galena to develop a course beneficial to participants and businesses.

We would be happy to be present at a city council meeting to answer any questions from you or the council.

Sincerely,

Melosa Belger
Event Coordinator

MEMORANDUM

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

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: November 6, 2013

RE: Cal. No. 13A-02. Text Amendment to allow Small Inns to operate in a Low Density Residential District by Special Use Permit only.

Summary:

Please find the attached for a First Reading of an Ordinance Amending Chapter 154.403.1, Chapter 154.015 and Chapter 154.406(D)(8)(a)(5) of the Zoning Ordinance Regarding Small Inns in Low Density Residential Districts.

This Text Amendment was passed by the Council on October 28, 2013 by a vote of 5 ayes and 2 nays. It allows Small Inns to operate in Low Density Residential Districts by Special Use Permit only. The amendment will change the definition, the land use table and the detailed land use description within the Zoning Ordinance. This includes the condition that Small Inns, within LDR Districts, must be owner occupied within the principal structure or within a habitable accessory structure on the property no more than 150 feet away.

Ordinance #O-13-__

**AN ORDINANCE AMENDING TABLE 154.403.1
 “PERMITTED LAND USES”, CHAPTER 154.015 “DEFINITIONS”
 AND CHAPTER 154.406(D)(8)(a)(5) OF THE CODE OF
 ORDINANCES OF THE CITY OF GALENA**

BE IT ORDAINED by the City Council of the City of Galena, JoDaviess County, Illinois as follows:

SECTION I: Table 154.403.1: Permitted Land Uses is hereby amended as highlighted below:

- ***ADD TO:*** Table 154.403.1 (D) Principle Commercial Land Uses (8) Accommodations, Small Inn. (Additions are underlined and bold)

Table 154.403.1. Permitted Land Uses

LA	CSR	LDR	MDR	IHDR	NO	PO	NC	PC	GC	DC	PI	LI	III	Type of Land Use Principal Commercial Land Uses (154.406(D))
					P	P	P	P	P	P	P	P	P	(1) Office
					S	S	P	P	P	P	S			(2) Personal or Professional Service
S	S				S		P	P	P	P	P	P	P	(3) Artisan Studio
						S	P	P	P	P	S			(4) Sales and Service, Indoor
									P				P	(5) Sales and Service, Outdoor Display
									P					(6) Sales and Service, In-Vehicle
	S	S	S	S	S									(7) Accommodations, Bed & Breakfast
		<u>S</u>			S		S	S	S	S				(8) Accommodations, Small Inn
						S		S	P	S	S			(9) Accommodations, Hotel/Motel
						S	S	P	P	P	S			(10) Entertainment, Indoor Commercial
S									S			S		(11) Entertainment, Outdoor Commercial
												S	S	(12) Entertainment, Adult
								S	P	S	P	P	P	(13) Maintenance Service, Indoor
									S				P	(14) Maintenance Service, Outdoor
S									S				S	(15) Commercial Animal Boarding
									P			P	P	(16) Vehicle Repair and Maintenance

P = Permitted by Right (See section 154.402(A)) S = Permitted by a Special Use (See section 154.402(B))

SECTION II: Chapter 154.015: Definitions is hereby amended as follows:

- **ADD TO:** Section 154.015, Definitions (*Additions are underlined and bold*)

GUEST ACCOMMODATION/SMALL INN. *A building, or portion thereof functioning to provide six to eight guest rooms for up to a maximum of 16 guests. Access to rooms is made through principal and secondary access points of the building and connecting corridors and staircases. Supervision of a small inn is maintained at all hours of the day and night from within the building or on-premise and meals may or may not be served. Small inns are permitted only in Low Density Residential and commercial districts and only by Special Use Permit. See § 154.406(D)(8).*

SECTION III: Chapter §154.406(D)(8)(a)(5) of the City of Galena Zoning Code, is hereby amended as follows: (*Additions are shown as underlined and bold, deletions are shown as strike-through*)

- **ADD TO:** Section §154.406(D)(8)(a)(5)

5. *Additional information or requirements to be designated in special use permit. (Refer to §154.924 – Special Uses.)*

- a. A copy of the application for the special use permit containing the information required by division (D)(8)(a)7. below, together with any modifications to any of the information as may be required by the Zoning Board of Appeals. The purpose of this is so that the special use permit shall contain a record of the information on which the special use permit is based;
- b. No small inn shall commence doing business until a small inn license has been issued by the city;
- c. Proof of registration with the Illinois Department of Revenue and Jo Daviess County for hotel/motel taxes shall be given to the Zoning Administrator within 90 days after issuance of the small inn license;
- d. Records of payments made to the Illinois Department of Revenue and Jo Daviess County for hotel/motel taxes shall be submitted with the application for renewal of the small inn license, or upon reasonable request, at any time, by the Zoning Administrator; ~~and~~
- e. Each small inn owner shall maintain a guest register-; **and**

f. Small inns in Low Density Residential districts shall be owner occupied with the owner residing in the principal structure or within a habitable accessory structure on the same property and not more than 150 feet from the principal structure.

SECTION IV: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V: This ordinance shall be in full force and effect within ten (10) days of its passage and legal publication in pamphlet form.

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

AYES:

NAYS:

ATTEST:

TERRY RENNER, MAYOR

CITY CLERK

Ordinance #-13-_____

AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE AT 11410 RT. 20 WEST, GALENA, ILLINOIS, FOR A FIRE DEPARTMENT TRAINING FACILITY

WHEREAS, the City of Galena, Illinois (hereinafter, “the City”), is a municipal corporation operating under the laws of the State of Illinois, in Jo Daviess County, Illinois; and

WHEREAS, the City, pursuant to Section 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), has the power to purchase real property for public purpose; and

WHEREAS, the City has determined that a 2.2 acre parcel owned by Jan and Lorraine Svec, (“the Property”) should be acquired by the City for City purposes, including as a site for training by the Galena Volunteer Fire Department; and

WHEREAS, the City negotiated with Jan and Lorraine Svec (“the Seller”) to purchase the property under certain terms and conditions; and

WHEREAS, the City has agreed to purchase and the Seller has agreed to sell the property described as a “split of 11401 Rt 20 West, Galena, Illinois 61036 in Jo Daviess County, property tax identification 43-13-000-75-00”, for an amount of \$113,500 and other consideration, pursuant to a Real Estate Contract for Purchase (the “Contract”) a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Galena City Council has determined that the purchase of the Property by the City and its use for City purposes, including fire department training, will provide benefit to the public in perpetuity.

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

SECTION I: The recitals contained above in the preamble of this ordinance are hereby incorporated herein by reference, the same as if set forth in this section of this ordinance verbatim, as findings of the City Council of the City of Galena, Illinois.

SECTION II: The Contract for the purchase of the Property is hereby adopted.

SECTION III: The Mayor is hereby authorized and directed to sign the Contract on behalf of the City.

SECTION IV: This Ordinance shall take full force and effect upon adoption.

YEAS:

NAYS:

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2013.

TERRY RENNER, MAYOR

ATTEST:

Mary Beth Hyde, City Clerk



CONTRACT FOR PURCHASE

1. Sellers: Jan Taylor Svec and Lorraine H. Svec
Address: 11410 Rt. 20 West, Galena, Illinois 61036
2. Buyers: The CITY OF GALENA c/o Joe Nack, City Attorney
Address: 312 ½ N. Main Galena Illinois, 61036
3. Offers to purchase the following described real estate situated in Jo Daviess County, Illinois, commonly known as: To Be Determined, approximately 2.2 acres currently with a common address of 11410 Rt. 20 West, Galena, Illinois 61036 legally described as: to follow per survey.
Tax Code: Split of 43-13-000-075-00
4. And to pay you for the premises the sum of \$113,500.00, in the manner following:
 - A. Cash at the time of closing coincident with delivery of deed.
5. THIS CONTRACT IS CONTINGENT UPON THE ABILITY OF:
 - A. The buyer, the City of Galena, to annex and rezone the approximate 2.2 acres into the City of Galena corporate boundary, on or before November 8, 2013.
 - B. The Buyer, the City of Galena to obtain and pay for, at their sole expense, a survey for the approximate 2.2 acres which they will purchase on or before November 8, 2013.
 - C. The Buyer, the City of Galena, to move and pay for, at their sole expense, the Seller's existing driveway which runs through the proposed parcel to be purchased by the Buyer, moving said driveway such that it will remain upon the Seller's property and reconnect to Technical Drive. This move and installation of the existing driveway will be installed with compacted gravel to the same specifications as the existing driveway, with a curb cut at Technical Dr. The moving of the driveway shall occur on or before November 8, 2013.
 - D. The Sellers shall pay for, at their sole expense, the hookup of an electrical service for their well pump (the well pump is located at the rear of the Seller's residence- the Belle Aire Manor) within 30 days of the date of closing.
 - E. The Sellers shall, at their sole expense, pay to have their existing septic system connected to the existing sanitary sewer of the City of Galena sewer system within 30 days of the date of closing or if weather does not permit, on or before June 1, 2014.
 - F. The City of Galena providing a letter indicating that they will only annex into the city the approximate 2.2 acres which they are purchasing.
6. IF ANY CONTINGENCY IN PARAGRAPH 5 CANNOT BE CARRIED OUT, THIS CONTRACT SHALL BECOME VOID AND BUYER(S) AND SELLER(S) SHALL SIGN AN AGREEMENT TERMINATING THE CONTRACT FOR PURCHASE AND RELEASING THE EARNEST MONEY DEPOSIT TO BUYER(S).

7. The time of closing shall be on or before November 22, 2013 and Sellers shall deliver possession at time of closing and all documents relative to the transaction shall be signed and delivered.
8. Additional Terms or Facts: _____
9. All prorations, including rents, general taxes, utilities and fuel oil shall be made as of closing with tax prorations based upon latest available information. Tax prorations shall be made on a 365 day basis. If the tax proration used at closing differs from the tax proration using the actual tax bill by more than \$25.00, the parties agree to adjust the difference when the tax bill is issued.
10. Conveyance of the property shall be stamped warranty deed releasing homestead, or such other appropriate deed as may be required by this Contract. Said conveyance shall be subject only to the following: All taxes and special assessments levied or confirmed after the date of closing; building and building lines, use and occupancy restrictions, conditions and covenants of record, provided the same are not violated by the existing improvements or the present use thereof and do not contain a reverter or right of re-entry; zoning laws and ordinance of which there are no violations; easements for the use of public utilities, if any, roads and highways, drainage ditches, feeders and laterals, if any; existing leases and tenancies and any mortgage or agreement for deed to be assumed pursuant to this Contract.
11. Sellers shall, at Sellers expense, before closing, furnish a current title insurance commitment in the amount of the purchase price, and a final policy thereafter or mutually acceptable evidence of title. Liens or encumbrances with a total balance due of an amount not more than the balance due at time of closing under the Contract shall not constitute material defects if said liens or encumbrances are paid and released at the time of closing.
12. If Sellers cannot deliver merchantable title to Buyer at closing, subject only to the permitted exceptions, this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer or Buyer may elect to close and deduct from the purchase price a definite and ascertainable amount required to satisfy and release any non-permitted exceptions, and in such case, Sellers shall convey the premises to Buyer.
13. Should the Buyer fail to perform this Contract at the time and in the manner herein specified, the earnest money shall, at the option of the Sellers, be forfeited by Buyer as liquidated damages, and this Contract shall become null and void, and the Sellers shall then have the right to possession of the premises. Time is of the essence of this Contract, and of all the terms and conditions hereof. In the event the Sellers do not elect to accept forfeiture of the earnest money, Sellers shall be entitled to exercise all other remedies available to Sellers under Illinois law.
14. In the event of legal action to construe or enforce the provisions of this Contract, the prevailing party shall be entitled to collect his reasonable attorney's fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs, and expenses and enter judgment therefor.

- 15. Sellers shall surrender possession of the land free of debris.
- 16. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that the premises are in the same condition as date of acceptance of Contract; ordinary wear and tear excepted.
- 17. Parties agree to comply with the provisions of the Real Estate Settlement Procedures Act of 1974. (RESPA)
- 18. Each party agrees to provide the information necessary to complete the portions of the Illinois Department of Revenue Real Estate Transfer Declaration that are applicable to him, and to execute such declaration pursuant to the Real Estate Transfer Act, 35 ILCS 305/3.
- 19. Neither Seller nor any authorized agent or representative of Seller have received, prior to the date of Sellers execution of this Contract, any notice from an governmental body describing or relating to any alleged violation of any applicable zoning, building, dwelling, fire, electrical, health and safety, environmental protection or similar laws, statutes, ordinances, codes, rules or regulations which are uncured or uncorrected as of the date of Sellers execution of this Contract.
- 20. Buyer and Sellers agree that signatures on faxed copies of the Contract for Purchase will be binding on both parties.
- 21. THIS DOCUMENT REPRESENTS THE ENTIRETY OF THE AGREEMENT BETWEEN THE PARTIES AND SHALL BE BINDING UPON THE PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

NOTICE TO PARTIES

BY SIGNING THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT. IF YOU DO NOT UNDERSTAND ALL OF THE TERMS, SEEK LEGAL COUNSEL FROM YOUR ATTORNEY BEFORE SIGNING. ANY REPRESENTATIONS UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS CONTRACT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER(S), BUYER(S), OR AGENT.

Dated this 30th day of August, 2013.

BUYERS: Terry Renner
The City of Galena

SELLERS: Jan Taylor Svec Lorraine H. Svec
Jan Taylor Svec Lorraine H. Svec

ORDINANCE NO. _____

ORDINANCE ANNEXING 2.20 ACRES OF TERRITORY, A SPLIT PARCEL 43-13-000-075-00

WHEREAS, a written Petition (marked as Attachment A and made a part of this Ordinance), signed by Jan Taylor Svec and Lorraine H. Svec, (“Owner”), the owners of territory hereinafter described, has been filed with the City Clerk of the City of Galena, Jo Daviess County, Illinois, requesting that said territory be annexed to the City of Galena; and

WHEREAS, there are no (0) electors residing within the said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City of Galena; and

WHEREAS, in accordance with the Illinois Compiled Statutes (65 ILCS 5/7), legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice; and

WHEREAS, copies of such notices required to be recorded, if any, have been placed as record in the office of the Recorder of Deeds of Jo Daviess County; and

WHEREAS, it is in the best interest of the City of Galena that said territory be annexed hereto.

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

SECTION I: That the following described territory (marked as Attachment B and made a part of this Ordinance), is hereby annexed to the City of Galena, Jo Daviess County, Illinois, and that the boundary lines of Galena be and are hereby enlarged and extended to include, within the corporate boundaries thereof, the territory above described.

SECTION II: That the City Clerk is hereby directed to record with the Recorder and to file with the County Clerk, a certified copy of this Ordinance, together with an accurate map of the territory annexed.

SECTION III: That this Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

SECTION IV: Passed and approved this _____ day of _____, A.D., 2013.

AYES:

NAYS:

Mayor, Terry Renner

ATTEST:

City Clerk, Mary Beth Hyde

Prepared by:

Joe Nack, City Attorney
312 ½ North Main Street
Galena, IL 61036

Return to:

Mark Moran
City Administrator
312 ½ North Main Street
Galena, IL 61036

CITY OF GALENA, ILLINOIS



Petition for Annexation

To: Mayor and City Council of the City of Galena, Jo Daviess County, Illinois.

The Petitioners state the following:

1. That the petitioner(s) ~~is~~ are the sole owner(s) of record of the real estate described in Exhibit 'A' attached hereto.
2. The tract is not situated within the limits of any municipality and is contiguous with the existing boundary of the City of Galena.
3. There are no electors residing in or on said parcel of real estate.

The Petitioners request the following:

1. That the above described tract be annexed to the City of Galena, Illinois by ordinance of the Mayor and City Council of the City of Galena, Illinois pursuant to the provisions of Chapter 65 ILCS 5/7-1-8.
2. To take other appropriate action as described more fully in the annexation agreement enter into between Petitioner and the City of Galena, Illinois.



Laura Lueck 10-21-13
 Applicant's Signature Date

Laura Lueck 10-21-13
 Applicant's Signature Date

 Applicant's Signature Date

Julie M. Helman 10-21-2013 01-06-2016
 Notary's Signature Date Commission Expiration

Exhibit A

Beginning at the northwest corner of Lot 1 of Top Notch Addition in the City of Galena, Jo Daviess County, Illinois; thence North 0 degrees 26 minutes 10 seconds East 136.26 feet along the east right of way line of Technical Drive; thence North 61 degrees 56 minutes 23 seconds East 445.09 feet; thence South 29 degrees 17 minutes 43 seconds East 242.97 feet to the north line of Lot 3 of the resubdivision of Lot 6 of Galena Industrial Park; thence South 60 degrees 44 minutes 52 seconds West 267.37 feet along the northerly line of said Lot 3 of Lot 6 and also along the northerly line of Lot 1 of Chains and Links Subdivision to the easterly line of said Lot 1 of Top Notch Addition; thence North 29 degrees 29 minutes 15 seconds West 100.14 feet to the northeast corner of said Lot 1 of Top Notch Addition; thence South 60 degrees 47 minutes 57 seconds West 76.15 feet along the northerly line of said Lot 1; thence South 72 degrees 01 minutes 40 seconds West 172.06 feet along said north line of Lot 1 to the Point of Beginning, containing 2.200 acres, more or less, all situated in Jo Daviess County, Illinois.

ANNEXATION PLAT

COMPRISED OF PARTS OF LOTS 6 AND 7 OF THE GALENA INDUSTRIAL PARK,
AND PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN,
JO DAVIESS COUNTY, ILLINOIS



LEGEND

- 3/4" RE BAR W/YELLOW CAP "MSA PLS 2935" SET
- 3/4" RE BAR W/YELLOW CAP "MSA PLS 2935" FOUND
- ⊕ 3/4" IRON ROD FOUND, NO CAP
- ANNEXATION BOUNDARY
- - - OTHER LOT LINE
- RIGHT OF WAY LINE
- /// CORPORATE LIMITS

SURVEYOR'S REPORT

I, Steven J. Schmidt, Illinois Professional Land Surveyor number 2935 and land surveyor for MSA Professional Services, Inc., do hereby state that at the request of and for the exclusive benefit of Randy Beadle, Chief of the Galena Fire Department, I have made a boundary survey on the ground to the normal standard of care of professional land surveyors practicing in Jo Daviess County, Illinois, of part of the Southeast and Southwest Quarters of Section 11, Township 28 North, Range 1 West of Fourth Principal Meridian, Rawlins Township, Jo Daviess County, Illinois, more particularly described as a result of the present survey as follows:

Beginning at the northwest corner of Lot 1 of Top Notch Addition in the City of Galena, Jo Daviess County, Illinois; thence North 0 degrees 26 minutes 10 seconds East 136.26 feet along the east right of way line of Technical Drive; thence North 61 degrees 56 minutes 23 seconds East 445.09 feet; thence South 29 degrees 17 minutes 43 seconds East 242.97 feet to the north line of Lot 3 of the resubdivision of Lot 6 of Galena Industrial Park; thence South 60 degrees 44 minutes 52 seconds West 267.37 feet along the northerly line of said Lot 3 of Lot 6 and also along the northerly line of Lot 1 of Chains and Links Subdivision to the easterly line of said Lot 1 of Top Notch Addition; thence North 29 degrees 29 minutes 15 seconds West 100.14 feet to the northeast corner of said Lot 1 of Top Notch Addition; thence South 60 degrees 47 minutes 57 seconds West 76.15 feet along the northerly line of said Lot 1; thence South 72 degrees 01 minute 40 seconds West 172.06 feet along said north line of Lot 1 to the Point of Beginning, containing 2.200 acres, more or less, all situated in Jo Daviess County, Illinois.

I further state that all distances are shown in feet and hundredths of feet.

Dates of field work: October 1, 2013

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of this tract.

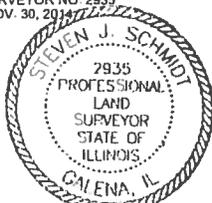
This professional service conforms to the current Illinois minimum standards for a boundary survey.

The basis for the directions shown hereon is: the east line of Technical Drive was assumed to bear North 0 degrees 26 minutes 10 seconds East.

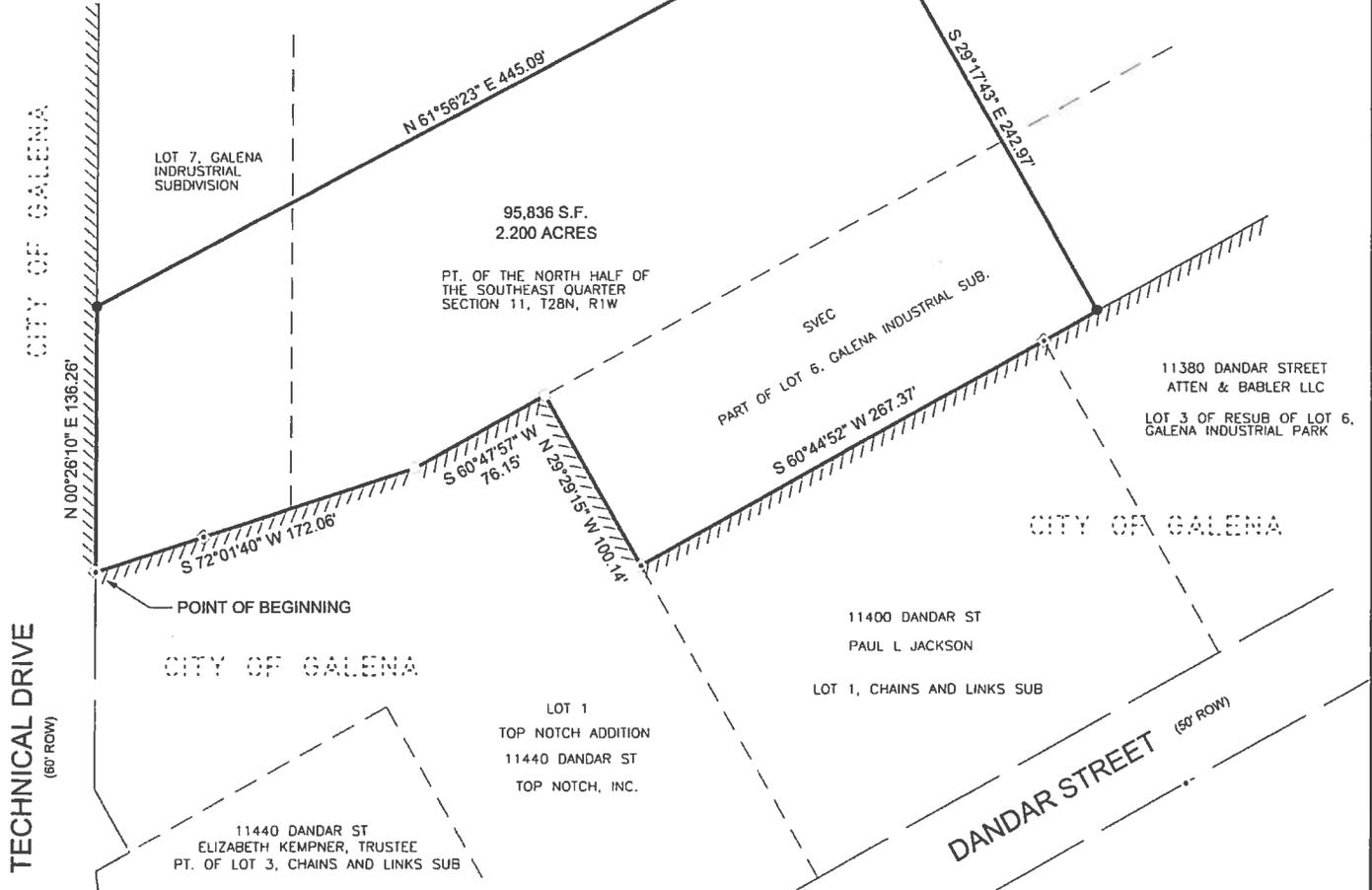
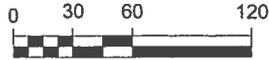
SIGNED AND SEALED THIS 8TH DAY OF OCTOBER, 2013

Steven J. Schmidt

STEVEN J. SCHMIDT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2935
DATE OF LICENSE EXPIRATION: NOV. 30, 2014



PREPARED BY / RETURN TO:
STEVE SCHMIDT, MSA PROFESSIONAL SERVICES, INC.
1605 ASSOCIATES DRIVE, SUITE 102,
DUBUQUE, IOWA 52002



PROJECT NO. 1502009	SCALE 1"=40'	NO.	DATE	PL. YEA. R.
PROJECT DATE: 10-08-2013	DRAWN BY: E.S.			
	CHECKED BY:			
PL. DATE: 10-08-2013				

MSA PROFESSIONAL SERVICES, INC.
TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL
1605 ASSOCIATES DRIVE, SUITE 102, DUBUQUE, IA 52002
503-582-3073 | 800-802-1214 | FAX: 563-582-4320
Web Address: www.msa-pls.com

ANNEXATION PLAT
FOR THE GALENA FIRE DEPARTMENT
GALENA, JO DAVIESS CO., ILLINOIS

PROJECT NO. G-375W
SHEET 1 OF 1



312 N. Main Street, Galena, IL 61036-2332

Chief of Police

Lori Huntington

(815) 777-2131

FAX (815) 777-4736

TO: Mark Moran, Honorable Mayor Terry Renner and City Alderpersons
FROM: Chief Lori Huntington *LH*
DATE: 11/7/13
RE: Jo Daviess County Critical Incident Response Team

I am requesting that the City Council pass the resolution for the Galena Police Department to become an active member in the Jo Daviess County Critical Incident Response Team – ie CIRT. CIRT is a multi-agency team formed to assist an area law enforcement agency and provide needed resources in any type of incident. CIRT has three factions, Investigations, Tactical Response Team and Emergency Planning. CIRT is comprised of officers from area law enforcement, state law enforcement and federal law enforcement, along with mental health and logistics. The type of assistance could be multiple investigators for a homicide case, or a team of tactical response officers for an active shooter or search warrant, or a team of helpers for a natural disaster. I believe becoming part of this team is critical in this day and age. We are a small agency and any extra resources we need could be available through CIRT.

When East Dubuque Police Department requested the CIRT Team for help in their missing child case of Chyenne Kircher, CIRT did not hesitate to help. They tracked down numerous leads and did a tremendous amount of work. I did have Inv. Eric Hefel assist in this case because they requested his help. He was instrumental in helping solve this case, along with a core group that was assigned. Chyenne would not have been found if not for the significant amount of experience that CIRT can provide to an investigation.

We have also used the CIRT Tactical Response Team when we served a search warrant on Josh Trebian. Josh was subsequently arrested for numerous counts of Possession of Child Pornography.

Thank you in advance for your consideration and action in this matter.

Resolution R-13-

**A RESOLUTION APPROVING THE CRITICAL INCIDENT RESPONSE TEAM
INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT**

WHEREAS, on March, 26, 2012, the City Council of the City of Galena approved participation in the Critical Incident Response Team (C.I.R.T.); and

WHEREAS, An Intergovernmental Law Enforcement Agreement has been prepared to specifically identify the terms of participation by each law enforcement agency which has agreed to adopt the joint activity; and

WHEREAS, the City Council of the City of Galena has determined that it is in the best interests of the City of Galena and its citizens that the Galena Police Department actively participate in said Critical Incident Response Team (C.I.R.T.); and

WHEREAS, said Intergovernmental Law Enforcement Agreement and the language set forth therein is fair and appropriate and is consistent with the presentation made by the Galena Chief of Police at the time of the above approval.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Galena City Council that the attached Intergovernmental Law Enforcement Agreement be, and hereby is, approved and the Mayor and City Clerk are hereby authorized to execute it.

APPROVED this _____ day of November, 2013.

Terry Renner, Mayor

ATTEST:

Mary Beth Hyde, City Clerk

INTERGOVERNMENTAL CRITICAL INCIDENT RESPONSE TEAM AGREEMENT

The undersigned (municipality or agency), the City of _____,
County of _____, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970,
the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and Section 1-4-6 and 11-1-2.1 of the
Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1), agrees as follows:

Purpose of Agreement

SECTION 1:

- A. This agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs, training and assistance is provided through the Intergovernmental cooperation of the Participating Agencies.
- B. Each member shall bear its own costs and risk of liability associated with personnel, training, and equipment when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or the intensity of a particular member's mutual aid requirements. Therefore, some members may ultimately receive a greater measure of actual benefit than other members. The purpose of entering into such an intergovernmental agreement is to gain access to mutual aid when required. A consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

Definitions

SECTION 2:

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Participating Agency.* Any one or more agencies that have dully adopted a resolution authorizing the execution of this Agreement.
- B. *Agreement.* This Intergovernmental Critical Incident Response Team Agreement.
- C. *Police Assistance.* Assistance provided by any Participating Agency to any other Participating Agency, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as tactical response, investigative, or emergency services situations, all as more fully defined in the Operational Plan developed pursuant to this Agreement.
- D. *Requesting Agency.* A participating agency that requests police assistance pursuant to this Agreement.
- E. *Aiding Agency.* A participating agency that provides assistance pursuant to this Agreement.

- F. *Chief of Police/Sheriff*. The highest ranking law enforcement officer of a participating agency or his or her designee.

Rights of Participating Agency

SECTION 3:

The rights of each participating agency shall be set forth in this Section and shall be exercised by and through the actions of the Chief of Police/Sheriff of each respective participating agency.

- A. A request for assistance may be made by any participating agency; however the request must be made to the CIRT Chief of Operations or his designee. Each request for assistance and the response to that request shall be reported to the Executive Committee.
- B. Any participating agency may render aid to any one or more participating agencies to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. In making that determination, the Chief of Police/Sheriff of the aiding agency may consider the reasonableness or urgency of the request and the amount of personnel, equipment and time commitment available to the requesting agency, and that determination shall be final.
- C. The Chief of Police/Sheriff of the requesting agency shall, through the CIRT Chief of Operations, direct the actions of any sworn or civilian personnel of any aiding agency providing police assistance pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating agency from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any participating agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

Authority of Sworn Personnel

SECTION 4:

Any sworn police officers providing police assistance to a requesting agency under this Agreement shall have all of the powers of police officers of the requesting agency, including the power of arrest, and are subject to the direction of the CIRT Chief of Operations working in concert with the Chief of Police/Sheriff of a requesting agency.

Compensation between Participating Agencies, Length of Engagement for Investigation

SECTION 5:

- A. Except as hereinafter provided, the assistance provided by any aiding agency under this Agreement shall be rendered without charge to the requesting agency or any other participating agency.

B. The length of any particular activation of CIRT shall be set forth in the Operating Plan. If any agency desires to retain the services of another agency's employee beyond the time limits set forth in the Operating Plan, they may do so only with the consent of the aiding agency. Under such circumstances, the agencies shall determine between themselves the amounts of compensation to be paid to the aiding agency.

Responsibilities of Participating Agencies

SECTION 6:

A. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement, both as to liability and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such *personnel* are protected, insured, indemnified and otherwise provided for when acting within the participating agencies' respective corporate limits.

B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.

Board of Directors / Operating Plan

SECTION 7:

A. The Chief of Police/Sheriff or his designee of each participating agency shall constitute the Board of Directors of the Critical Incident Response Team.

B. The Board of Directors shall establish an Operating Plan for implementing this Agreement. The Operating Plan shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operating Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.

C. The Board of Directors shall establish a procedure for the expenditure of funds and the signing and countersigning of checks drawn on any CIRT account.

General Provisions

SECTION 8:

A. This Agreement shall be in full force and effect and is legally binding upon each participating agency at such time as it is signed and certified by that participating agency.

B. This Agreement may be amended from time to time by resolution of the appropriate governing body of three-quarters of the participating agencies. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment.

C. This Agreement shall remain in full force and effect and shall bind the participating agency executing this Agreement until such time as the appropriate governing body of that participating agency adopts a resolution terminating its participation in the Agreement. Certified copies of such resolution shall be filed with appropriate officials of all other participating agencies within thirty (30) days of passage. Should the CIRT Board of Directors decide to terminate this agreement with a participating agency, termination would be effective upon receipt of written notice.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of

_____ 20__.

Participating Agency

Chief of Police/Sheriff or designee or Municipal/State/Federal Official

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: November 6, 2013

RE: Blacksmith Use Agreement

Galena-Jo Daviess County Historical Society Executive Director, Nancy Breed, recently notified the city of her organization's intent to renew the use agreement for the Blacksmith Shop. The agreement began in 2003 and expired on April 30 of this year. Both parties inadvertently allowed the agreement to expire.

The revised agreement includes several minor changes and would extend the term another ten years. All of the changes are highlighted.

I look forward to answering any questions you might have about the agreement at the council meeting.

USE AGREEMENT FOR THE BLACKSMITH SHOP

This Use Agreement made on the _____ day of May, AD, ~~2003~~2013, by and between the City of Galena, a Municipal Corporation, (hereinafter called "City"), and the Galena-Jo Daviess County Historical Society and Museum, an Illinois Not-For-Profit Corporation, (hereinafter called "Museum"):

1. **PREMISES USED:** In consideration of the covenants, agreements and undertakings hereinafter reserved and contained on the part of the Museum to be observed and performed, the City makes available for exclusive possession, as defined hereafter, by the Museum, of certain premises located at the intersection of Commerce Street, Franklin Street and Water Street, Galena, Jo Daviess County, Illinois, commonly known as the Blacksmith Shop.

~~2. **RENOVATION OF PREMISES:** The parties understand and agree that the premises will undergo extensive renovation during the spring and possibly summer of 2003. Grant funding for the renovation has been secured from the State of Illinois. The Museum and the City agree to work cooperatively to manage the renovations and complete the construction in a timely manner.~~

~~3~~2. **TERM:** The use of the premises shall be from the 1st day of May, ~~2003~~2013, until the 30th day of April ~~2013~~2023.

43. **CONSIDERATION:** The Museum agrees to pay the sum of One and 00/100 Dollar (\$1.00) per year to the City for occupancy of the premises.

54. **USE OF PREMISES:** The Museum shall use the premises for the premises for a gift shop and historical museum, and all other operations incident thereto, including but not limited to, the display of goods, the sale of goods, guided and unguided interpretive tours and blacksmithing. The parties agree that in addition to the Museum's gift shop and museum operations, the Museum may contract with a blacksmith(s) and that the blacksmith(s) may be entitled to sell his or her artisan goods in the premises as part of his or her compensation for blacksmithing. The Museum shall be solely responsible for any contractual agreement(s) with any blacksmith(s). ~~The Museum shall provide the City with documentation to demonstrate that each blacksmith is properly trained and insured. All blacksmiths working on the premises shall be covered by the insurance of the Museum.~~

65. **FIXTURES AND ALTERATIONS:** Museum shall not make or cause to be made any alterations, additions or improvements of a substantial nature or make any structural changes in the building without first notifying the City. In the event structural changes are contemplated, Museum shall supply to the City plans and specifications for such work, and obtain written approval. The City shall not unreasonably withhold approval.

~~76~~. ITEMS INSTALLED BY MUSEUM: All additions and improvements made by the Museum, or made by the City on the Museum's behalf by agreement under this Use Agreement shall remain the property of the City for the term of this Use Agreement, or any extension or renewal thereof. Upon expiration of this Use Agreement, or any renewal term thereof, the Museum shall remove all temporary decorations and restore the premises, ordinary wear and tear excepted, to its condition at the time of original occupancy.

~~87~~. MAINTENANCE: The Museum shall keep the interior of the building well organized, free of refuse and in good appearance. Janitorial services shall be the obligation of the Museum. Additionally, the Museum shall keep the interior of the premises, including but not limited to, lighting, heating, plumbing fixtures and air conditioning in good order, condition and repair at Museum's sole cost and expense.

The Museum shall promptly notify the City of any major structural problems or defects in the heating, air conditioning or roofing systems that may require attention. In the event a major repair is necessitated of the roof, air conditioning or the heating system, as determined by a qualified service person, then in such event, such major repair shall be the obligation of the City. The Museum shall be responsible for maintenance and minor repairs, those less than \$500, of the heating, air conditioning and roofing system.

The ~~Museum~~-City shall be responsible for snow removal on the sidewalks adjacent to the premises.

~~98~~. SURRENDER OF PREMISES: At the expiration of the use period hereby created, the Museum shall surrender the premises in the same condition as the premises were upon the completion of renovation described in Paragraph 2 of this Use Agreement, reasonable wear and tear excepted, and damage caused by unavoidable casualty excepted, and shall surrender all keys for the premises to the City.

9. INSURANCE: City shall keep in full force and effect appropriate policies of public liability and property damage insurance with respect to the premises.

10. WAIVER OF SUBROGATION: The City and the Museum and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the premises or in connection with property on or activities conducted on the premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

~~1211~~. INDEMNIFICATION: The Museum shall indemnify and defend City and save harmless from and against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury or damage to the property, or any other liability, arising out of any occurrence in, upon or at the premises, for the occupancy or use by the Museum of the premises or any part thereof, occasioned wholly or in part by an act or omission of the Museum.

In case the City shall be made a party to any litigation commenced by or against the Museum, or by or against City, in furtherance of the interests of the Museum, then the Museum shall protect and hold City harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation. Museum shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by City in enforcing the covenants and agreements in this Use Agreement.

1312. UTILITIES: The Museum shall be solely responsible for all charges for heat, gas, electricity and garbage service used or consumed on the premises. The City shall be responsible for the cost of water and sewer service. The Museum shall conserve the use of utilities as much as possible.

1413. ASSIGNMENT AND SUB-LETTING: The Museum shall not assign this Use Agreement, in whole or in part, nor sub-let all or any part of the premises, without prior written consent of the City in each instance.

1514. WASTE OR NUISANCE: Museum shall not commit or suffer to be committed any waste upon the premises or any nuisance or any other act or thing which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries hereinabove described.

1615. GOVERNMENTAL REGULATIONS: Museum shall at Museum's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable government authorities, now in force, or which may hereinafter be in force, pertaining to the said premises and the use of said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances, and all state and federal statutes now, or which may hereinafter be, in force.

1716. DESTRUCTION OF PREMISES: If the premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof, excepting those dedicated by the insurance carrier for the replacement of the Museum's contents and any contents of any authorized sublessee in the building at the time of destruction, shall be applied to the repair, reconstruction and renovation of said premises.

1817. WAIVER: Waiver by the City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Use Agreement shall be deemed to have been waived by either party, unless such waiver is in writing and executed by the party against whom such waiver is asserted.

1918. ENTIRE AGREEMENT: This Use Agreement, and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements,

conditions and understandings between the parties concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than or herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Use Agreement shall be binding upon either party unless reduced to writing and signed by both. This agreement shall supersede any and all prior agreements between the parties regarding the use of the agreement.

Any notice, demand, request or other instrument which may be required to be given under this Use Agreement shall be deemed delivered when hand delivered or sent by ordinary United States Mail, postage prepaid, addressed to the City in care of its then acting governing body, or the Museum in care of its then acting administrator.

2019. RENEWAL: It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties. The parties also agree that with 30 days written notice either party may initiate a renegotiation of the Use Agreement. Said renegotiation would occur only if one or both parties are unable to meet the conditions of the Use Agreement. The Museum and the City agree to renegotiate in good faith and for the maximum benefit of both parties.

2120. PARTIAL INVALIDITY: If any term, covenant or condition of this Use Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Use Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Use Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, City and Museum have signed and sealed this Use Agreement the day and date first above written.

CITY OF GALENA, a Municipal Corporation:

BY: _____

DATE: _____

GALENA-JO DAVIESS COUNTY HISTORICAL SOCIETY AND MUSEUM

BY: _____

DATE: _____

MEMORANDUM

TO: Honorable Mayor Auman and City Council

FROM: Mark Moran, City Administrator

DATE: March 6, 2003

RE: Blacksmith Shop Use Agreement

Since before the relocation of the Blacksmith Shop, our staff has been working with the Galena-Jo Daviess County Historical Society and Museum to insure the preservation of the building as a blacksmithing museum. In recent months, we learned that the Historical Society was awarded a state grant of more than \$60,000 for the renovation of the structure. Recently, the Historical Society formed a committee consisting of some of its directors to work toward an agreement with the city for the management of the building.

Based on discussions with Daryl Watson and other members of the committee, I have drafted a preliminary agreement between the Historical Society and the city for the long-term management and maintenance of the building. Under the terms of the agreement, the Historical Society would be given exclusive use of the building. In the rear section, they would be permitted to operate a gift shop. The front section would be preserved as a blacksmith museum with the possibility of live blacksmithing. According to the agreement, the city would lease the building to the Historical Society for \$1 a year from April 2003 through April 2013. The Historical Society would be responsible for utility costs and regular maintenance.

This agreement is presented for the purpose of initiating discussion about the topic and is not necessarily in final form. At the time of this writing, the Historical Society's board has not reviewed the agreement. Daryl Watson and other members of the blacksmith committee will be present at Monday's meeting to discuss the issue.

Please find enclosed two copies of the proposed Use Agreement for the Old Train Depot. As you are aware, the City Council approved the execution of the agreement at its April 26 meeting.

If the agreement is acceptable, please sign each copy and return one to me at City Hall. Thank you for your patience and cooperation.

Sincerely:

Mark Moran
City Administrator

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: November 6, 2013

RE: Insurance Renewal

At the end of December, the city's workers' compensation, liability, auto, portable equipment and public official's insurance policies with the Illinois Municipal League Risk Management Association (IMLRMA) will expire. To extend coverage, the IMLRMA has quoted a new premium for next year and has again offered the 85/130 Minimum Maximum option.

As you will recall, two years ago we complete the arduous process of bidding our insurance coverage for the first time in many years. Three firms submitted bids. The IMLRMA presented the low bid and we renewed our coverage with the group.

Effective December 31, 2013 to December 31, 2014, the proposed policy carries a premium of \$234,788. This represents 11.4 percent increase from last year's premium of \$210,749. With nearly 800 municipalities in the ILMRMA insurance pool, the renewal rate is calculated from a combination of the loss experience of the whole pool as well as that of the individual municipality. The value of insured property and the payroll also contribute to the premium.

I contacted an agent at the ILMRMA to better understand the reasons for the sizable premium increase. I learned that the rates are up slightly for all members of the pool. Our five-year loss history of 103% of our premium also contributes to the increase. Additionally, payroll has increased causing our workers compensation premium to increase.

By committing to the 85/130 Minimum Maximum (Min/Max) option, the city may reduce the proposed premium \$28,326. With this savings the City will pay a premium of \$206,463 (includes 1.5 percent discount for paying entire premium by November 25). The potential savings with the 85/130 program is an incentive for our municipality to practice sound risk management and avoid claims that may result in losses.

The structure of the Min/Max option is relatively straightforward. If losses are incurred above 85 percent of the total dollars set aside for the payment of claims, the city will be responsible for each dollar up to 130 percent of the total dollars set aside for the payment of claims. In this worst-case scenario, the city would pay \$285,150 for calendar year 2014. Only claims filed during the 2014 calendar year would be counted for the purpose of determining if the city exceeds the 85 percent threshold. If the city does not exceed the 85 percent threshold, the total premium for the year would be 85 percent (plus administrative costs) or \$206,463.

Though we have incurred significant losses in recent years, the city's long-term loss history confirms that the Min/Max option is effective method of reducing insurance costs. The savings from the Min/Max discount exceeds the amount of loss payments since we joined the program in 1998.

The premium cost for 2013 exceeds the amount budgeted for the premium by \$11,868. A budget amendment will be needed to increase the insurance expense line items sufficiently to pay the premium. The amendment would be presented at the next meeting. I recommend you authorize the city's participation in the ILMRMA's 85/130 Min/Max plan by passing the attached ordinance and by authorizing the payment of the premium.

Ordinance #O-13-

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

Whereas, the City Council of the City of Galena, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/13 to 12/31/14 and all endorsements thereto.

Whereas, the City Council of the City of Galena finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

Be it ordained by the City Council of the City of Galena:

1. That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 12/31/2013 and ending 12/31/2014 is hereby authorized.
2. That the Mayor and the Treasurer are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2013 to 12/31/2014 and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

AYES:

NAYS:

PRESENT:

ABSENT:

Terry Renner, Mayor

ATTEST:

Mary Beth Hyde, City Clerk

CITY OF GALENA, ILLINOIS

312 ½ North Main Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

A handwritten signature in black ink, appearing to read "Mark Moran", is written over the printed name of the City Administrator.

DATE: November 6, 2013

RE: Tax Levy

Before the last Tuesday in December, the City must adopt a tax levy ordinance for property taxes to be collected next year. Prior to considering and adopting the ordinance, the council must make a motion communicating the amount of taxes the City expects to levy. This report is intended to provide you with the information you need to make the necessary motion.

I have completed the calculations needed to determine our revenue needs and the property tax revenue available under the voter-approved Property Tax Extension Limitation Law (PTELL). I am presenting two options. First, levy the same amount as last year. This would be the third consecutive year of not increasing the levy. Second, levy the maximum amount available under PTELL. This would generate about \$24,000 of new tax revenue.

In preparing the levy options, I calculated expected revenues, expenses and fund balances for all funds supported by the tax levy for the current and next fiscal year. My goal was to levy sufficiently to insure that each fund ends the coming year in compliance with the Minimum Fund Balance Policy. For most funds, this means the fund would end the fiscal year with a balance of at least 30 percent of annual operating expenses.

With the first option, the city would collect \$1,378,790 of property taxes in 2014, the same as in 2012 and 2013. The levy rate would decrease from \$1.38 to \$1.25 per \$100 of equalized assessed value. The property tax revenue directed to the General Fund would decrease more than \$127,000 under this option. This would follow a tax revenue reduction to the General Fund of nearly \$80,000 in the current year. Many of the tax levy supported funds have no other revenue source and must be funded with property tax before the General Fund.

With the second option, the city would collect all of the new tax dollars available under PTELL. Taking into account an expected increase in city-wide equalized assessed value of an estimated \$104,000, an estimated \$57,844 of new construction, and a Consumer Price Index increase of 1.7%, the City could collect a maximum of \$24,181 new tax dollars. If we were to collect the

maximum, our tax (levy) rate would decrease from \$1.38 to \$1.27 per \$100 of equalized assessed value. The total dollars collected from the levy would increase from \$1,378,790 to \$1,403,060. Under this scenario, I would anticipate all levy supported funds ending next fiscal year in compliance with the Minimum Fund Balance Policy. The property tax revenue directed to the General Fund would decrease about \$103,000 with this option.

According to the Truth in Taxation law, the City must conduct a public hearing on the proposed tax levy if the total levy dollars levied are expected to exceed the previous year's levy dollars by more than five percent. Levying the maximum would result in an increase of only 1.75% of actual levy dollars over last year. A public hearing is *not* required with either option.

To make the official determination of whether a public hearing is required, you are required to adopt a motion stating the amount of property tax the City expects to levy. **The recommended motion would state, "The amount of property taxes the City of Galena expects to levy in 2014 is \$ _____."**

At the meeting following your decision on the amount you expect to levy, the first reading of the actual tax levy ordinance would be presented. The ordinance must be approved not later than the December 23 meeting.

I have attached an Addendum to this report that provides more detail about how the levy is calculated, the maximum levy by fund, as well as a historical view of the City's tax levy.

ADDENDUM

This report is intended to explain the effect of the Property Tax Extension Limitation Law (PTELL) on the tax levy, the individual components of the levy and the maximum levy for fiscal year 2014-15.

PTELL

From one year to the next, the amount we may increase our tax levy is dictated by PTELL. The 1991 law was intended to limit property tax growth and established a formula for calculating the “*limiting rate*” or the maximum levy rate available each year. The limiting rate dictates the total taxes that may be levied and collected. Only two factors can increase the limiting rate. First, the formula takes into account the annual cost of living (CPI) increase. This year the CPI adjustment is 1.7%. Second, the formula considers the equalized assessed value (EAV) of any new construction, annexations, or TIF dissolutions that have occurred during the year. For this levy year, our new construction (and annexations) is estimated to have an equalized value of \$57,844. This is based on an estimate from the Jo Daviess County Assessor.

The limiting rate for the coming tax year is estimated as 1.2786% of the total city EAV of \$109,730,478. Expressed another way, the limiting rate is \$1.27 per \$100 of EAV. The calculated rate would be a decrease from \$1.38 this year.

Multiplying the limiting rate by the total estimated city EAV of \$109,730,478 results in a maximum tax levy for the coming year of \$1,403,060. This calculation is expressed as follows:

$$\mathbf{\$109,730,478 \text{ (total city EAV)} \times 1.27\% \text{ (limiting rate)} = \$1,403,060 \text{ (maximum levy)}}$$

The amount of new dollars that we can add to our tax base is calculated as the difference between the maximum levy (\$1,403,060) and the existing levy (\$1,378,879). The difference or the amount of new dollars we may levy is \$24,181 or 1.7% more than last year. This calculation is expressed as follows:

$$\mathbf{\$1,403,060 \text{ (maximum levy)} - \$1,378,879 \text{ (existing levy)} = \$24,181 \text{ (new tax dollars)}}$$

According to the PTELL, if a taxing body does not levy for all of the new dollars allowed by the limiting rate, it may never use the tax dollar value of the CPI or new construction from that year in determining future tax levies. If a taxing body consistently levies for less than is allowed by the limiting rate, the loss of potential tax dollars is compounded. A public referendum is the only way to levy at a rate greater than the limiting rate.

Tax Levy Components

After determining the maximum levy allowed by PTELL, we must decide how much of the available new dollars to collect and how to distribute them across the individual tax funds. The tax levy is comprised of 18 separate levies or funds. Current fund balances and anticipated non-property tax revenues and expenses are evaluated to determine the amount of taxes to collect in each individual fund. Assuming the maximum levy, the \$1,403,060 of tax dollars could be effectively distributed across the various funds is shown in Table 1. The actual levy rate for each fund is also shown along with the rate and taxes levied in the 2013. If the council

decides to freeze the amount of property taxes levied, I would recommend reducing the General Corporate levy by \$24,181 and leaving the other levies the same as shown for 2014 in Table 1.

Table 1. Proposed Tax Levy

Levy Fund	2013 Actual Rate	2013 Actual Tax		2014 Proposed Rate	2014 Proposed Tax
Corporate	0.2447	\$ 242,963		0.1273	\$139,694
Street and Bridge ¹	0.0000	\$ 0		0.0000	\$0
Police Protection	0.1511	\$ 150,004		0.1367	\$150,000
School Crossing Guard	0.0000	\$ 20		0.0000	\$10
Street Lighting	0.0000	\$ 20		0.0000	\$10
Audit	0.0201	\$ 20,007		0.0141	\$15,500
Emergency Services	0.0009	\$ 864		0.0008	\$857
Garbage	0.0000	\$ 20		0.0000	\$10
Unemployment Insurance	0.0111	\$ 11,002		0.0118	\$13,000
Workman's Compensation	0.1329	\$ 132,002		0.0711	\$78,000
Liability Insurance	0.0725	\$ 72,008		0.1353	\$148,500
IMRF	0.1329	\$ 132,002		0.1276	\$140,000
Parks	0.0629	\$ 62,466		0.1522	\$167,000
Social Security	0.1360	\$ 135,000		0.1540	\$169,000
Levee/Flood Control	0.0846	\$ 84,003		0.0410	\$45,000
Fire Protection	0.3389	\$ 336,459		0.3066	\$336,459
Water Treatment	0.0000	\$20		0.0000	\$10
Chlorination	0.0000	\$20		0.0000	\$10
TOTAL	1.3887	\$1,378,879		\$1.2786	\$1,403,060

When the tax levy is passed and the taxes are collected, the revenue generated by the 18 individual funds can only be used for the respective purpose of each fund. For instance, the Liability Insurance tax can only be used to pay for the city's liability insurance. Likewise, the Audit Tax can only be used to pay for the annual audit. The only individual fund that can be expended or used for virtually any purpose is the Corporate Tax. This tax is deposited in the General Fund and the amount levied is calculated after all other levies are set.

As a result of a 2006 change in the PTELL law, any individual tax levy funds that have not been levied for three consecutive years can only be returned to the levy by referendum approval from the voters. I am proposing to levy a minimum (\$10 in some instances) in every fund to avoid losing any individual levies.

Historical Comparison

A comparison of the tax levy, the tax levy rate extended and an example of the property taxes paid by a Galena property owner for the period 1995 to 2014 is shown in Table 2 on the following page. This example assumes that the property owner's assessed value was \$40,000 (fair market value of \$120,000) in 1995 and

¹ The city does not levy for Street and Bridge since the overlapping townships levy this tax and reimburse the city. The reimbursement is for the maintenance of streets that are located both in the city and in their townships.

increased at a compounded rate of 3 percent per year. If the actual assessed value increased less than 3 percent per year the property tax paid by the homeowner would be less than shown in the table.

Table 2. Galena Property Tax Comparison 1995-2014

Year Collected	Levy Extended	Levy Rate Extended (Actual Rate)	Value of Galena Home	Galena Property Tax ²
1995	\$719,361	2.37	\$120,000	\$948
1996	\$719,626	2.17	\$123,600	\$894
1997	\$782,904	2.02	\$127,308	\$857
1998	\$801,666	1.87	\$131,127	\$817
1999	\$811,012	1.73	\$135,061	\$779
2000	\$822,879	1.76	\$139,113	\$816
2001	\$822,439	1.63	\$143,286	\$779
2002	\$843,539	1.54	\$147,585	\$758
2003	\$848,003	1.49	\$152,012	\$755
2004	\$880,679	1.48	\$156,573	\$772
2005	\$921,318	1.45	\$161,270	\$779
2006	\$978,284	1.42	\$166,108	\$786
2007	\$1,006,075	1.37	\$171,091	\$781
2008	\$1,046,599	1.32	\$176,224	\$775
2009	\$1,301,301	1.27	\$181,511	\$768
2010	\$1,323,108	1.27	\$186,956	\$791
2011	\$1,365,624	1.30	\$192,565	\$836
2012	\$1,378,790	1.34	\$198,342	\$918
2013	\$1,378,879	1.38	\$204,292	\$946
2014 ³	\$1,403,060	1.27	\$210,421	\$897

As shown in the table, Galena’s levy rate has decreased from a high of \$2.37 in 1995 to a low in 2009 and 2010 of \$1.27. The rate increased slightly from 2011 to 2013. The rate would increase to \$1.27 if the maximum levy were adopted for 2014. The actual tax paid by Galena property owners depends on the value of the individual property.

Please feel free to contact me if you have any questions.

² Does not include owner occupied exemption which would reduce the tax

³ Based on the maximum levy.

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
ALBAUGH, CRAIG (1084)							
	3	1 Invoice	RETIREMENT HEALTH B	11/11/2013	98.00		78.32.464.02
Total ALBAUGH, CRAIG (1084):					98.00		
AMERICAN WATER ENTERPRISES (1005)							
MA-007-2001	1	Invoice	WATER CONTRACT	11/01/2013	26,635.91		51.42.515.00
MA-007-2001	2	Invoice	SEWER CONTRACT	11/01/2013	26,635.91		52.43.515.01
Total AMERICAN WATER ENTERPRISES (1005):					53,271.82		
AT & T (LOCAL) (103)							
	101613	1 Invoice	PHONE	10/16/2013	226.34		01.21.552.00
	8157770025	1 Invoice	FIRE DEPARTMENT/PHO	10/01/2013	70.08		22.22.552.00
Total AT & T (LOCAL) (103):					296.42		
BLACKTOP DRIVEWAY SERVICE (71)							
	3880	1 Invoice	CRACK FILLING	10/27/2013	837.50		01.41.514.02
Total BLACKTOP DRIVEWAY SERVICE (71):					837.50		
BOY SCOUTS OF AMERICA (359)							
	110513	1 Invoice	HOLIDAY GREENS	11/05/2013	240.00		01.11.929.01
Total BOY SCOUTS OF AMERICA (359):					240.00		
BROWN TRAFFIC PRODUCTS (853)							
	041098	1 Invoice	TRAFFIC SIGNA @ OLDE	10/30/2013	500.00		15.41.514.06
Total BROWN TRAFFIC PRODUCTS (853):					500.00		
C & C EMBROIDERY, INC. (630)							
	831	1 Invoice	UNIFORMS/MARY DAVIS	10/28/2013	60.00		01.21.471.15
Total C & C EMBROIDERY, INC. (630):					60.00		
CIVIL CONSTRUCTORS, INC. (1122)							
	110413	1 Invoice	STREET PAVING	11/04/2013	127,403.09		01.41.860.00
Total CIVIL CONSTRUCTORS, INC. (1122):					127,403.09		
CUB SCOUT PACK 93 (119712)							
	102513	1 Invoice	COUNTRY FAIR PARKIN	10/25/2013	821.00		01.11.929.02
Total CUB SCOUT PACK 93 (119712):					821.00		
DOIG, KATHLEEN (119339)							
	426804	1 Invoice	MARKET HOUSE RESTR	11/05/2013	345.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					345.00		
GALENA GAZETTE (34)							
	00032592	1 Invoice	DEER SURVEY	10/18/2013	154.00		01.14.553.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA GAZETTE (34):					154.00		
GALENA LAUN. & LINEN INC. (84)							
111213	1	Invoice	FINANCE-LAUNDRY SER	11/12/2013	27.00		01.13.654.00
111213	2	Invoice	FIRE DEPARTMENT	11/12/2013	42.50		22.22.651.00
111213	3	Invoice	POLICE DEPARTMENT	11/12/2013	30.00		01.21.651.00
111213	4	Invoice	TURNER HALL-RUG SER	11/12/2013	27.00		58.54.654.01
Total GALENA LAUN. & LINEN INC. (84):					126.50		
GALENA LUMBER CO. (85)							
103113	1	Invoice	MISC. MATERIALS	10/31/2013	133.65		01.41.614.04
103113	2	Invoice	MISC. MATERIALS	10/31/2013	14.95		01.41.652.00
Total GALENA LUMBER CO. (85):					148.60		
GALL'S, INC. (712)							
001119013	1	Invoice	BARRIER TAPE	10/16/2013	89.99		01.21.540.01
001119885	1	Invoice	UNIFORMS/ERIC & TIM	10/16/2013	24.58		01.21.471.15
001126283	1	Invoice	RETIRED BADGE/MOSER	10/17/2013	75.69		01.21.471.15
001139474	1	Invoice	UNIFORMS/ERIC & TIM	10/21/2013	93.44		01.21.471.15
Total GALL'S, INC. (712):					283.70		
GASSER @ GALENA (24)							
103113	1	Invoice	EQUIPMENT RENTAL	10/31/2013	478.01		01.41.514.06
103113	2	Invoice	EQUIPMENT RENTAL	10/31/2013	284.76		01.41.594.00
103113	3	Invoice	MISC. SUPPLIES	10/31/2013	122.80		01.41.652.00
103113	4	Invoice	MISC. SUPPLIES	10/31/2013	164.03		01.41.653.00
103113	5	Invoice	MISC. SUPPLIES	10/31/2013	6.46		17.52.514.00
103113	6	Invoice	MISC. SUPPLIES	10/31/2013	119.88		17.52.652.00
103113	7	Invoice	MISC. SUPPLIES	10/31/2013	74.05		22.22.613.00
103113	8	Invoice	MISC. SUPPLIES	10/31/2013	283.19		22.22.652.00
103113	9	Invoice	ANTIFREEZE	10/31/2013	526.31		59.55.511.02
Total GASSER @ GALENA (24):					2,059.49		
GHS MUSIC BOOSTERS (119711)							
102813	1	Invoice	HALLOWEEN PARKING	10/28/2013	805.00		01.11.929.02
Total GHS MUSIC BOOSTERS (119711):					805.00		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
GCI000430	1	Invoice	SWEEPER	10/17/2013	2.03		01.41.613.11
GW1001796	1	Invoice	SWEEPER	10/08/2013	369.89		01.41.613.11
GW1001846	1	Invoice	BACKHOE	10/18/2013	57.61		01.41.613.07
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					429.53		
HOLLAND PLUMBING, INC. (964)							
122127	1	Invoice	BUILDING MAINTENANC	10/22/2013	75.70		22.22.611.00
122143	1	Invoice	BUILDING MAINTENANC	10/29/2013	291.50		22.22.611.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total HOLLAND PLUMBING, INC. (964):					367.20		
HYDE, MARY BETH (101)							
102313	1	Invoice	TRAVEL REIMBURSEME	10/23/2013	79.93		01.14.562.00
Total HYDE, MARY BETH (101):					79.93		
IL DEPARTMENT OF CMS (CRF) (118967)							
T1410416	1	Invoice	IN-SQUAD COMPUTER C	10/21/2013	232.60		01.21.542.00
Total IL DEPARTMENT OF CMS (CRF) (118967):					232.60		
ILLINOIS ATTORNEY GENERAL (118940)							
110113	1	Invoice	SEX OFFENDER REGIST	11/01/2013	30.00		01.21.549.00
Total ILLINOIS ATTORNEY GENERAL (118940):					30.00		
ILLINOIS FIRE STORE (119034)							
29771	1	Invoice	HELMET	10/09/2013	312.47		22.22.840.00
29866	1	Invoice	NEW BOOTS	10/22/2013	330.68		22.22.840.00
Total ILLINOIS FIRE STORE (119034):					643.15		
ILLINOIS STATE POLICE (119872)							
110113	1	Invoice	SEX OFFENDER REGIST	11/01/2013	30.00		01.21.549.00
Total ILLINOIS STATE POLICE (119872):					30.00		
J & R SUPPLY INCORPORATED (951)							
1311250	1	Invoice	STORM SEWER STREET	10/18/2013	737.30		01.41.514.06
1311313-IN	1	Invoice	STORM SEWER GEAR S	10/22/2013	475.00		01.41.514.06
Total J & R SUPPLY INCORPORATED (951):					1,212.30		
JO CARROLL ENERGY, INC. (397)							
110113	1	Invoice	ADMINISTRATION/ELECT	11/01/2013	446.65		01.13.571.01
110113	2	Invoice	POLICE/ELECTRIC	11/01/2013	296.60		01.21.571.01
110113	3	Invoice	EMS/ELECTRIC	11/01/2013	108.77		12.10.571.01
110113	4	Invoice	PARKS/ELECTRIC	11/01/2013	108.73		17.52.571.01
110113	5	Invoice	FLOOD/ELECTRIC	11/01/2013	104.43		20.25.576.01
110113	6	Invoice	FIRE/ELECTRIC	11/01/2013	361.57		22.22.576.01
110113	7	Invoice	TURNER HALL/ELECTRIC	11/01/2013	1,038.04		58.54.571.01
110113	8	Invoice	WELCOME SIGNS	11/01/2013	29.21		01.41.571.01
111213	1	Invoice	ELECTRIC	11/12/2013	6,632.98		59.55.571.01
Total JO CARROLL ENERGY, INC. (397):					9,126.98		
JO DAVIESS CTY SHERIFF (116)							
2	1	Invoice	RADIO SERVICE	11/11/2013	100.00		22.22.538.00
5	1	Invoice	CITY SHARE OFFICER T	11/11/2013	200.12		01.21.538.00
Total JO DAVIESS CTY SHERIFF (116):					300.12		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
KANE, DAN (118796)							
427694	1	Invoice	DIRT & SEED	10/30/2013	185.00		17.52.820.06
Total KANE, DAN (118796):					185.00		
KIEFFER, BRANDON (119933)							
090413	1	Invoice	SPECTACLE KIT FOR SC	09/04/2013	76.00		22.22.929.00
Total KIEFFER, BRANDON (119933):					76.00		
LAW ENFORCEMENT SUPPLY (119909)							
322436	1	Invoice	SHIPPING	10/09/2013	12.49		01.21.551.00
329558	1	Invoice	UNIFORMS/ERIC	10/22/2013	26.69		01.21.471.15
Total LAW ENFORCEMENT SUPPLY (119909):					39.18		
LAWSON PRODUCTS, INC. (627)							
9302017884	1	Invoice	SUPPLIES	10/29/2013	343.47		01.41.652.00
Total LAWSON PRODUCTS, INC. (627):					343.47		
LEIBOLD AUTO CENTER OF GALENA (943)							
15748	1	Invoice	TIRES	10/21/2013	135.00		01.41.652.01
15870	1	Invoice	TIRES	10/31/2013	343.66		01.41.652.01
Total LEIBOLD AUTO CENTER OF GALENA (943):					478.66		
LIEB ENERGY SOLUTIONS, CO. (119931)							
487762	1	Invoice	REPAIR DOWNSPOUTS	10/28/2013	352.00		01.41.614.05
Total LIEB ENERGY SOLUTIONS, CO. (119931):					352.00		
MIDWEST BUSINESS PRODUCTS (38)							
255222	1	Invoice	COPIER REPAIRS	10/24/2013	111.00		01.45.830.00
Total MIDWEST BUSINESS PRODUCTS (38):					111.00		
MIDWEST MEDICAL CENTER (119435)							
102513	1	Invoice	PHYSICAL/H. LIPSCOMB	10/25/2013	70.00		22.22.929.00
Total MIDWEST MEDICAL CENTER (119435):					70.00		
MONTGOMERY TIMMERMAN, INC. (119350)							
110413	1	Invoice	CONSDTRUCTION	11/04/2013	251,022.98		01.13.820.00
Total MONTGOMERY TIMMERMAN, INC. (119350):					251,022.98		
MONTGOMERY TRUCKING (133)							
102369	1	Invoice	REFUSE HANDLING CON	11/01/2013	13,441.60		13.44.544.03
102369	2	Invoice	RECYCLING CONTRACT	11/01/2013	4,649.40		13.44.540.00
102369	3	Invoice	DUMPSTERS	11/01/2013	399.50		01.41.573.00
Total MONTGOMERY TRUCKING (133):					18,490.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
MSA PROFESSIONAL SERVICES, INC (427)							
	1	1 Invoice	PROPERTY SURVEY	10/24/2013	950.00		22.22.810.00
Total MSA PROFESSIONAL SERVICES, INC (427):					950.00		
MURRAY, B. L. CO. INC. (135)							
	81437	1 Invoice	MISC. SHOP TOWELS	10/22/2013	55.20		01.41.652.00
Total MURRAY, B. L. CO. INC. (135):					55.20		
NAPA AUTO PARTS (79)							
	103113	1 Invoice	SUPPLIES	10/31/2013	13.68		17.52.655.03
Total NAPA AUTO PARTS (79):					13.68		
OFFICE OF IL STATE TREASURER (119871)							
	111213	1 Invoice	SEX OFFENDER REGIST	11/12/2013	5.00		01.21.549.00
Total OFFICE OF IL STATE TREASURER (119871):					5.00		
ONE POINT (119925)							
	36742.1	1 Invoice	RESTROOM PARTITIONS	10/21/2013	7,301.00		59.55.511.01
Total ONE POINT (119925):					7,301.00		
ORKIN PEST CONTROL (574)							
	110113	1 Invoice	PEST CONTROL SERVIC	11/01/2013	80.73		01.13.511.01
Total ORKIN PEST CONTROL (574):					80.73		
PRAIRIE ENGHUSIASTS (THE) (119930)							
	132	1 Invoice	GATEWAY PARK SEEDIN	11/04/2013	17,080.00		01.41.890.03
Total PRAIRIE ENGHUSIASTS (THE) (119930):					17,080.00		
QUILL CORP. (686)							
	6532141	1 Invoice	OFFICE SUPPLIES/ALL	10/18/2013	65.94		01.13.651.02
	6532141	2 Invoice	OFFICE SUPPLIES/NEW	10/18/2013	212.64		01.13.820.00
	6830343	1 Invoice	POLICE/OFFICE SUPPLIE	10/30/2013	77.26		01.21.651.00
Total QUILL CORP. (686):					355.84		
RIGDON, JIM (805)							
	101313	1 Invoice	BOOTS	10/13/2013	68.47		01.41.471.09
Total RIGDON, JIM (805):					68.47		
RYAN KAISER UPHOLSTERY REPAIR (119932)							
	9	1 Invoice	PARKS TRUCK SEAT	11/04/2013	135.00		17.52.514.00
Total RYAN KAISER UPHOLSTERY REPAIR (119932):					135.00		
SCHULTZ, MARLO (1252)							
	102813	1 Invoice	STORM SEWER GEAR S	10/28/2013	35.00		01.41.514.06

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total SCHULTZ, MARLO (1252):					35.00		
SENSUS METERING USA (287)							
FM14000322	1	Invoice	SOFTWARE SUPPORT	09/13/2013	1,732.50		51.42.532.00
Total SENSUS METERING USA (287):					1,732.50		
SLOAN IMPLEMENT (119196)							
5027024	1	Invoice	EQUIPMENT	09/24/2013	21.76		17.52.514.00
5027875	1	Invoice	EQUIPMENT	10/15/2013	87.61		17.52.514.00
5028533	1	Invoice	EQUIPMENT	10/30/2013	24.94		17.52.514.00
Total SLOAN IMPLEMENT (119196):					134.31		
STREICHER'S (396)							
1053048	1	Invoice	UNIFORMS/TIM	10/24/2013	109.98		01.21.471.15
Total STREICHER'S (396):					109.98		
TRI-STATE PORTA POTTY, INC. (908)							
5815	1	Invoice	BIKE TRAIL/PORTA POTT	10/29/2013	90.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					90.00		
TRI-STATE SCREEN PRINTING (119187)							
11333	1	Invoice	UNIFORMS/TONY/ERIC	10/31/2013	58.50		01.21.471.15
11369	1	Invoice	UNIFORMS/NATHAN	10/31/2013	27.30		01.21.471.15
11402	1	Invoice	UNIFORMS/ERIC	11/04/2013	9.00		01.21.471.15
Total TRI-STATE SCREEN PRINTING (119187):					94.80		
UNIFORM DEN EAST, INC. (119474)							
32179	1	Invoice	UNIFORMS/TIM	10/28/2013	65.25		01.21.471.15
80336-80	1	Invoice	CREDIT MEMO	10/28/2013	57.20-		01.21.471.15
Total UNIFORM DEN EAST, INC. (119474):					8.05		
US CELLULAR (92)							
110113	1	Invoice	PUBLIC WORKS/CELL PH	11/01/2013	36.69		01.41.552.00
110113	2	Invoice	ADMIN/CELL PHONE	11/01/2013	67.63		01.11.552.00
110113	3	Invoice	FIRE DEPT./CELL PHONE	11/01/2013	36.69		22.22.552.00
110113	4	Invoice	POLICE/CELL PHONES	11/01/2013	73.38		01.21.552.01
Total US CELLULAR (92):					214.39		
WEBER PAPER COMPANY (40)							
546539	1	Invoice	CLEANING SUPPLIES	10/24/2013	40.34		01.21.654.00
546540	1	Invoice	JANITOR SUPPLIES	10/24/2013	80.68		01.13.654.00
546545	1	Invoice	JANITOR SUPPLIES	10/24/2013	281.92		01.13.511.06
547503	1	Invoice	JANITOR SUPPLIES	11/01/2013	74.40		58.54.654.01
Total WEBER PAPER COMPANY (40):					477.34		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
WHITE, JUDY (1204)							
13	1	Invoice	PUBLIC WORKS JANITO	11/11/2013	110.00		01.41.511.01
Total WHITE, JUDY (1204):					110.00		
WHITE'S LAWN CARE (119092)							
4683	1	Invoice	MOWING	11/01/2013	200.00		51.42.929.00
Total WHITE'S LAWN CARE (119092):					200.00		
WILLETT HOFMANN & ASSOC., INC. (119914)							
19178	1	Invoice	SPRING STREet DESIGN	10/13/2013	4,934.15		41.61.860.07
Total WILLETT HOFMANN & ASSOC., INC. (119914):					4,934.15		
WILLS FEED & FARM SUPPLY (209)							
07587	1	Invoice	RESEED	10/14/2013	81.00		17.52.652.00
Total WILLS FEED & FARM SUPPLY (209):					81.00		
WIZARD COMPUTERS INC (666)							
12820	1	Invoice	COMPUTER/NETWORK U	10/27/2013	82.50		01.21.684.00
12820	2	Invoice	COMPUTER/NETWORK U	10/27/2013	1,500.00		51.42.951.00
12820	3	Invoice	COMPUTER/NETWORK U	10/27/2013	772.50		01.13.820.00
12828	1	Invoice	POLICE COMPUTERS	10/27/2013	14,272.00		01.21.684.00
Total WIZARD COMPUTERS INC (666):					16,627.00		
WSG INC., DBA R & L GAS MART (119503)							
101513	1	Invoice	FUEL	10/15/2013	215.93		01.41.655.00
Total WSG INC., DBA R & L GAS MART (119503):					215.93		
WUEBBEN, TIM (119934)							
110513	1	Invoice	BUSINESS CARD HOLDE	11/05/2013	41.83		01.21.471.15
Total WUEBBEN, TIM (119934):					41.83		
Grand Totals:					522,221.92		

Report GL Period Summary

Vendor number hash: 4086447
 Vendor number hash - split: 4093320
 Total number of invoices: 85
 Total number of transactions: 113

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	522,221.92	522,221.92

Terms Description	Invoice Amount	Net Invoice Amount
Grand Totals:	<u>522,221.92</u>	<u>522,221.92</u>
