



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, FEBRUARY 24, 2014

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

ITEM	DESCRIPTION
14C-0060.	Call to Order by Presiding Officer
14C-0061.	Roll Call
14C-0062.	Establishment of Quorum
14C-0063.	Pledge of Allegiance
14C-0064.	Reports of Standing Committees
14C-0065.	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 CA14-04

ITEM	DESCRIPTION	PAGE
14C-0066.	Approval of the Minutes of the Regular City Council Meeting of February 10, 2014	3-7
14C-0067.	Approval of Change Order #5 for City Hall Project	8-10
14C-0068.	Approval of Janitorial Contract with White Construction Co. for Turner Hall and the Public Works Building	11-19

UNFINISHED BUSINESS

None.

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
14C-0069.	Discussion and Possible Action on Zoning Calendar No. 14A-01, a Request by the City of Galena for a Text Amendment to Permit Tour of Homes in Certain Commercial and Residential Districts	20-28
14C-0070.	Discussion and Possible Action on 2014 Swimming Pool Hours and Wages	29-30
14C-0071.	Discussion and Possible Action on Request by the Galena-Jo Daviess County Historical Society for Renewal of Reimbursement Agreement for Building Maintenance and Utility Expenses	31-37
14C-0072.	Discussion and Possible Action on Renewal of American Water Contract for Water and Wastewater Operations and Maintenance	38-41
14C-0073.	Warrants	42-48
14C-0074.	Alderspersons' Comments	
14C-0075.	City Administrator's Report	
14C-0076.	Mayor's Report	
14C-0077.	Motion for Executive Session Including: <ul style="list-style-type: none"> • Section 2 (c) (1) – Employee hiring, firing, compensation, discipline and performance • Section 2 (c) (21) – Review of Executive Session Minutes 	
14C-0078.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Historic Preservation Comm.	Thurs. March 6	6:30 P.M.	City Hall
City Council	Mon. March 10	6:30 P.M.	City Hall
Zoning Board of Appeals	Wed. March 12	6:30 P.M.	City Hall

Posted: Friday, February 21, 2014 at 4:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 10 FEBRUARY 2014

14C-0041 – CALL TO ORDER

Mayor Terry Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 312½ North Main Street on 10 February 2014.

14C-0042 – ROLL CALL

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

14C-0043 – ESTABLISHMENT OF QUORUM

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

14C-0044 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

14C-0045 - REPORTS OF STANDING COMMITTEES

Turner Hall Committee – Fach reported the Turner Hall Committee met. City Engineer, Andy Lewis and Architect, Adam Johnson, were also present. Johnson presented his potential plans for an addition to Turner Hall. The committee felt Configuration A for the exterior would work best using Configuration C for the interior. The restrooms would be moved to the new addition. The kitchen and storage would move over to the right. The committee received input from a couple of different caterers to get their thoughts.

Greene recommended using antifreeze in the hot water system as it doesn't cool down as fast as water.

Fach advised the committee plans to take a trip to Dixon, Illinois to visit their community center which is located in an old Post Office.

14C-0046 – PUBLIC COMMENTS

Steve Coates, President, Galena Jo Daviess County Historical Society, 304 Elk Street – Coates updated the Council on the Historical Society's plans for a new museum. He invited members to the roll out event scheduled for February 19, 2014 at the DeSoto Hotel to meet and hear representatives give an explanation of the process in the early stages.

Nancy Breed, Executive Director, Galena Jo Daviess County Historical Society – Breed announced the Historical Society will be holding a sesquicentennial event for the 150th celebration in April of 2015. The plans will include a theatrical production produced and written by Ron Toebas.

Dave Decker, Galena Art & Recreation Center – Decker advised the Galena ARC is requesting the Council to consider including \$10,000 in the 2014 budget for the ARC. Decker gave a brief report on various programs offered at the ARC.

LIQUOR COMMISSION

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

Discussion: None.

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

The motion carried.

14C-0047 – DISCUSSION AND POSSIBLE ACTION ON AN APPLICATION FOR A CLASS B LIQUOR LICENSE BY BONNIE HAUSMAN, CHOCOLAT, 229 S. MAIN STREET

Motion: Painter moved, seconded by Greene, to approve a Class B Liquor License to Bonnie Hausman, DBA Chocolat, 229 S. Main Street.

Discussion: None.

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

The motion carried.

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

Discussion: None.

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

The motion carried.

CONSENT AGENDA CA14-03

14C-0048 – APPROVAL OF MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 27, 2014

14C-0049 – APPROVAL OF FILM PERMIT FOR STEPHEN FRANCO CONTRACTING TO FILM ON MARCH 1 (MARCH 2 RAIN DATE) FROM 1 P.M. TO 6 P.M. ON THE GREEN STREET STAIRS BETWEEN MAIN STREET AND BENCH STREET

14C-0050 – APPROVAL OF TURNER HALL COMMITTEE RECOMMENDATIONS FOR BUILDING MAINTENANCE AND IMPROVEMENTS

Motion: Kieffer moved, seconded by Painter, to approve Consent Agenda 14CA-03.

Discussion: None.

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

The motion carried.

NEW BUSINESS

14C-0051 – DISCUSSION AND POSSIBLE ACTION ON REQUEST BY THE GALENA ART AND RECREATION CENTER FOR 2014 FUNDING

Discussion: Renner reminded Council the City can't give taxpayer money to a not-for-profit organization. In the past the City has contributed by paying for the replacement of the ball diamond fence at Rec Park. It has to be clear that the money is being used for a public purpose.

Council discussed and agreed to table this item and take a look at it during the budget process.

Motion: Kieffer moved, seconded by Bernstein, to table the request until the budget process.

14C-0052 – DISCUSSION AND POSSIBLE ACTION ON REQUEST BY VICTORY CAFÉ FOR A WAIVER OF THE INITIAL FEE FOR A LIQUOR LICENSE

Motion: Fach moved, seconded by Painter, to deny the request by Victory Café for a waiver of the initial fee for a liquor license.

Discussion: Council agreed the ordinance is clear with regard to the initial fee.

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

The motion carried.

14C-0053 – DISCUSSION AND POSSIBLE ACTION ON PROPOSAL BY WHKS ENGINEERING FOR SCENIC MEADOWS UNIT 3 ENGINEERING AND CONSTRUCTION ADMINISTRATION

Motion: Greene moved, seconded by Fach, to approve the proposal by WHKS Engineering for Scenic Meadows Unit 3 engineering and construction administration in an amount not to exceed \$34,045 amended to include upon formal agreement by all parties.

Discussion: Moran advised we are still waiting for Central Bank to authorize the settlement.

Amended

Motion: Greene moved, seconded by Fach, to include upon formal agreement by all parties.

Amended

Motion

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

The motion carried.

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

The motion carried.

14C-0054 – WARRANTS

Motion: Fach moved, seconded by Painter, to approve the Warrants as presented.

Discussion: None.

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

The motion carried.

14C-0055 – ALDERPERSONS’ COMMENTS

Congratulations – Bernstein congratulated City Clerk, Mary Beth Hyde, on her achievement of Master Municipal Clerk.

ARC/Historical Society – Painter stated she is excited with what is happening with the ARC and the Historical Society. Incredible people doing incredible things!

City Hall – Fach advised he stopped at the new City Hall and it is looking quite snazzy.

14C-0056 – CITY ADMINISTRATOR’S REPORT

City Hall Update – Moran reported we are getting very close. While it looks like it is ready to move in, there are still lights to be installed and cabling to be pulled for the phones and computers. The council table will be started this week. Moran stated while he is reluctant to set a move date, his target date is just before the first regular meeting of March.

American Water/EMC – American Water has submitted a proposal to renew their contract early. Moran advised he has been meeting with city staff and American Water staff to see how we might make some improvements to the contract. He hopes to have something put together for discussion at the next meeting.

Janitorial Services – Moran advised bids are out for janitorial services for the new city hall, new restrooms, rec park restrooms and grant park restrooms. An item will be placed on the March 10th agenda.

14C-0057 – MAYOR’S REPORT

Congratulations – Mayor Renner congratulated City Clerk, Mary Beth Hyde, on her achievement of Master Municipal Clerk.

Salt Shortage – Mayor Renner advised the city is experiencing a shortage of salt. Crews are mixing what we have with more gravel. He urged people to be patient as the streets aren’t as clean as what we are used to.

Fire Hydrants – Mayor Renner asked that anyone with a fire hydrant in the front yard to please help out by shoveling around it to keep it visible.

14C-0058 – MOTION FOR EXECUTIVE SESSION

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

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

Discussion: None.

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

The motion carried.

The meeting recessed at 7:13 p.m.

The meeting reconvened at 7:39 p.m.

14C-0059 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:39 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

CHANGE ORDER SUMMARY

Number: **#5** Date of Issuance: **19 February 2014**

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 \$
31	Supply CAT 6 plenum cable for phone and internet.	Original bid included CAT 5 cable which was not plenum rated.	7,443.54
32	Stainless steel enclosure for exterior GFI circuits and breaker panel.	This will provide hook-up points for outdoor events in this area.	4,250.91
33	Install new door and drywall to janitor's closet. Replace mismatched door trims. Install door hardware. Repair walls in server, closet, break room, furnace and sprinkler rooms.	Items not included in original bid	5,390.45
	TOTAL		17,084.90

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	\$111,130.60
Revised Contract price with previous change orders		\$1,062,315.60
Net Change of this Change Order	ADD	\$17,084.90
Contract price with all approved Change Orders		\$1,079,400.50

CHANGE IN CONTRACT TIME:

Original Contract Substantial Completion Date	15 November 2013
Contract Completion Date Adjustment previous Change Orders	7 days
Contract Completion Date Adjustment this Change Order	82 days
Adjusted Contract Substantial Completion Date including Change Orders	14 February 2014

Recommended by:

ENGINEER

Date

Approved by:

OWNER

Date

Approved by:

City Hall Relocation Budget

As of February 24, 2014

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
Change Order Summary 4	Montgomery Timmerman	\$ 33,603
Change Order Summary 5	Montgomery Timmerman	\$ 17,085
		<u>\$ 1,079,401</u>
Furniture	SBM Office Equipment	\$ 64,000
Phone System	Business Telephone Systems	\$ 8,220
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
Council Table/Desk	Bader Custom Cabinets	\$ 5,300
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>\$ 204,807</u>
	TOTAL PROJECT COST	<u><u>\$ 1,284,208</u></u>

Fund Balance Estimates

General Fund projected year-end balance after City Hall expenses	\$ 1,888,743
Projected year-end fund balance for all funds	\$ 6,377,219

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: February 20, 2014

RE: Janitorial Services Bids

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

Our contract custodian for Turner Hall and the Public Works building, Judy White, announced that she would be retiring effective immediately. In order to continue service to the buildings, I temporarily contracted with Judy's son, Jeremy, who periodically assisted her with the cleaning of the buildings. Jeremy is interested in assuming the Turner Hall and Public Works building responsibilities from his mother. I believe Jeremy would diligently perform the required services. I seek your approval to execute a one-year renewable contract with Jeremy for the two buildings.

At the March 10 council meeting, I expect to present a recommendation for janitorial services at the new City Hall, new public restrooms, and possibly our park restrooms. I recently published a notice for bids for each of these facilities. Bids were opened on February 18. The staff and I are in the process of reviewing the bids, checking references and evaluating the budget implications.

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

INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE WORKER

BETWEEN THE CITY OF GALENA AND WHITE CONSTRUCTION CO. INC. FOR TURNER HALL

This agreement, made and entered into this 1st day of March, 2014, by and between Jeremy White, DBA White Construction Co. Inc., an independent contractor, hereinafter referred to as ("Maintenance Worker"), and the City of Galena, an Illinois Municipal Corporation, hereinafter referred to as ("City").

The parties have entered into an independent contractor agreement in writing where Maintenance Worker agrees to provide maintenance services to City in the maintenance of certain property, facilities and equipment, reference to which this agreement is made and by reference made a part of this agreement.

In consideration of premises and the promises contained and the payments as provided to be made, the parties agree as follows:

1. City agrees to engage the services of Maintenance Worker in City's Janitorial/Maintenance Department, in the City of Galena, and agrees to pay Maintenance Worker for services and materials at the rate of Three Hundred and Fifty Dollars (\$350.00) per month. The above-stated rate is to continue in force and effect for the period commencing on the date first above written and concluding February 28, 2015.
2. Maintenance Worker shall provide janitorial services for the City. Said services shall involve the maintenance and cleaning of Turner Hall. Maintenance Worker shall clean and also perform minor maintenance. Said cleaning and maintenance shall include, but is not limited to dusting, sweeping, mopping, scrubbing and collecting and depositing refuse in all restrooms, rooms, kitchen, main hall, hallways and furniture, etc. It is understood that the use of the Turner Hall complex may, from time-to-time, require extraordinary hours of work. Any such extraordinary hours, and the compensation for same, have been accounted for by the parties in the compensation terms described in paragraph one hereof. Maintenance Worker shall clean Turner Hall once a week, before and after each performance or occupancy and as necessary during long running performances and occupancies.
3. The City shall provide all cleaning materials required. The City shall provide all paper products such as hand towels, toilet paper and trash can plastic liners. Maintenance Worker shall inform the City when such supplies need to be replenished. Maintenance Worker shall also inform City of any equipment malfunctions or problems relating to the building's structures, facilities, utility systems, fixtures, tables, chairs, etc.
4. Maintenance worker must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.

5. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
6. Maintenance worker agrees to indemnify, hold harmless and defend City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting or in any way connected with maintenance worker's performance of this Agreement, the operations of the maintenance worker or the failure of the maintenance worker to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.
7. In the event maintenance worker hires any employees, agents or servants to assist maintenance worker in the performance of this Agreement, then maintenance worker shall be required to provide worker's compensation insurance coverage on behalf of said party or parties and agrees to name the City as an additional insured on said policy. Said worker's compensation insurance shall be for the purpose of insuring both maintenance worker and the City against any worker's compensation liability or similar claim that may be made pursuant to acts arising out of the performance of this Agreement. A copy of said worker's compensation insurance coverage shall be provided to the City in such event.
8. Maintenance Worker shall at all times be an independent contractor under this agreement, rather than a covenantor, agent, employee, or representative of the City, and no act, action, or omission to act by Maintenance Worker, or any of her principals, officers, directors, employees, or agents, shall in any way obligate or be binding upon the City or its officials. Maintenance Worker covenants and agrees that he shall not represent to any third party that he or any of his principals, officers, directors, employees, or agents are officials, agents, employees, or representatives of the City.

Accordingly, Maintenance Worker's status as independent contractor shall require that:

- a) City controls only the result to be achieved by the work of Maintenance Worker but not the means by which such work is accomplished;
 - b) Maintenance Worker's only compensation shall be "profit" (or contract payments) and not "wages", and from which such payments no withholding will be made;
 - c) Maintenance Worker shall not work exclusively (within any twelve (12) month period) for City;
 - d) Maintenance Worker shall not be entitled to vacation, health, sick leave, pension, or any other "employee" type benefits.
9. Maintenance Worker affirmatively states that he/she is a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national

origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.

- 10. Maintenance Worker agrees and promises to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended).
- 11. This agreement may be terminated with 30 days written notice by either party.
- 12. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
- 13. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
- 14. This document shall contain the entirety of the agreement between the parties concerning the subject matter thereof, and shall not be modified except in a writing signed by both parties.

In the use of the agreement the term "he" shall mean male, female, neutral gender and plural or singular as the context may require.

CITY OF GALENA, ILLINOIS,
A municipal corporation,

BY: _____
TERRY RENNER, MAYOR

ATTESTED BY: _____
MARY BETH HYDE, CITY CLERK

MAINTENANCE WORKER

ATTESTED BY: _____

MAINTENANCE CONTRACTOR CHECKLIST

This checklist shall be completed by the maintenance contractor during each cleaning of the hall. The completed checklist shall be provided monthly to the City Clerk.

Date Cleaned: _____ Time of Cleaning: _____ Cleaned By: _____

TASKS PERFORMED

RESTROOMS

- Clean Sink & Nearby Walls
- Clean Mirrors
- Clean Counter & Nearby Walls
- Clean Toilets & Urinals
- Replace Urinal Blocks as Needed
- Clean Toilet Stall Walls
- Sweep and Mop Floor
- Fill Soap Dispenser
- Replace Paper Towels
- Empty Trash Cans & Replace Liners
- Clean Sanitary Napkin Receptacles
- Replace Sanitary Napkin Bags

STAIRS TO BALCONY

- Sweep
- Mop as Needed
- Dust
- Dust Windows and Window Wells

FOYER/TICKET BOOTH

- Clean/Organize
- Sweep
- Dust
- Clean Drinking Fountains
- Empty Trash Receptacles
- Replace Trash Receptacle Liners

WOOD FLOOR

- Sweep Floor
- Mop or Clean with Power Cleaner

STAGE

- Sweep as Needed
- Mop as Needed
- Dust
- Sweep and Dust Spiral Stairs as Needed

KITCHEN

- Sweep Floor
- Dust
- Clean Refrigerator as Needed
- Clean Sink
- Clean/Organize
- Discard Unused Items

FRONT CLOSETS

- Clean/Organize
- Dust as Needed

BASEMENT

- Sweep Stairs as Needed
- Clean/Organize

HEATING AND COOLING

- Oct.-March, Set All at 65 Degrees Night
- April-March, Set All at 68 Degrees Day
- April-Nov., Set All at 75 Degrees

LIGHTING

- Replace Burned Out Bulbs
- Turn Off All Interior Lights
- Turn Off All Exterior Lights

PLEASE REPORT:

Equipment Malfunctions: _____

Supplies Needed: _____

Damages/Problems from Prior Renter: _____

Comments: _____

FOR OFFICE USE Received By: _____ Date: _____

EXHIBIT F: SAMPLE CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES

BETWEEN THE CITY OF GALENA AND WHITE CONSTRUCTION CO. INC. FOR

THE PUBLIC WORKS BUILDING

This agreement, made and entered into this ____ day of _____, 2014, by and between Jeremy White, DBA White Construction Co. Inc. an independent contractor, hereinafter referred to as ("Contractor"), and the City of Galena, an Illinois Municipal Corporation, hereinafter referred to as ("City").

The parties have entered into an independent contractor agreement in writing where Contractor agrees to provide janitorial services to City in the maintenance of certain property, facilities and equipment, reference to which this agreement is made and by reference made a part of this agreement.

In consideration of premises and the promises contained and the payments as provided to be made, the parties agree as follows:

1. City agrees to engage the services of Contractor and agrees to pay Contractor for services at the rate of One-Hundred and Fifty Dollars (\$150.00) per month. The above-stated rate is to continue in force and effect for the period commencing on the date first above written and concluding February 28, 2015.
2. Contractor shall provide janitorial services for the City. Said services shall involve the cleaning of the City of Galena Public Works Building.
3. Contractor shall clean each facility once weekly in accordance with the Public Works Janitorial Contractor Checklist attached hereto and made part hereof.
4. Cleaning shall include shall include, but is not limited to dusting, sweeping, mopping, scrubbing, polishing, vacuuming and collecting and depositing refuse and recyclables in all areas of the buildings, including restrooms, office, break room, and hallways. It is understood that there may be special occasions when cleaning outside of the schedule is required. Any such extraordinary hours, and the compensation for same, have been accounted for by the parties in the compensation terms described in paragraph one hereof.
5. The City shall provide all cleaning agents, equipment, materials, and tools required. The City shall provide all paper products such as hand towels, toilet paper and trash can liners. Contractor shall inform the City when such supplies need to be replenished. Contractor shall also inform City of any equipment malfunctions or problems or damages relating to the buildings, facilities, utility systems, fixtures, tables, chairs, etc.
6. Contractor must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.

7. Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting or in any way connected with Contractor's performance of this Agreement, the operations of the Contractor or the failure of the Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.
8. In the event the Contractor hires any employees, agents or servants to assist the Contractor in the performance of this Agreement, then the Contractor shall be required to provide worker's compensation insurance coverage on behalf of said party or parties and agrees to name the City as an additional insured on said policy. Said worker's compensation insurance shall be for the purpose of insuring both the Contractor and the City against any worker's compensation liability or similar claim that may be made pursuant to acts arising out of the performance of this Agreement. A copy of said worker's compensation insurance coverage shall be provided to the City in such event.
9. Contractor shall at all times be an independent contractor under this agreement, rather than a covenantor, agent, employee, or representative of the City, and no act, action, or omission to act by the Contractor, or any of her principals, officers, directors, employees, or agents, shall in any way obligate or be binding upon the City or its officials. Contractor covenants and agrees that he shall not represent to any third party that she or any of her principals, officers, directors, employees, or agents are officials, agents, employees, or representatives of the City.

Accordingly, Contractor's status as independent contractor shall require that:

- a) City controls only the result to be achieved by the work of the Contractor but not the means by which such work is accomplished;
 - b) Contractor's only compensation shall be "profit" (or contract payments) and not "wages", and from which such payments no withholding will be made;
 - c) Contractor shall not work exclusively (within any twelve (12) month period) for City;
 - d) Contractor shall not be entitled to vacation, health, sick leave, pension, or any other "employee" type benefits.
10. Contractor affirmatively states that he/she is a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.

11. Contractor agrees and promises to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended).
12. This agreement may be terminated with 30 days written notice by either party.
13. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
14. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
15. This document shall contain the entirety of the agreement between the parties concerning the subject matter thereof, and shall not be modified except in a writing signed by both parties.

In the use of the agreement the term "he" shall mean male, female, neutral gender and plural or singular as the context may require.

CITY OF GALENA, ILLINOIS,
A municipal corporation,

BY: _____
TERRY RENNER, MAYOR

ATTESTED BY: _____
MARY BETH HYDE, CITY CLERK

CONTRACTOR

ATTESTED BY: _____



PUBLIC WORKS JANITORIAL CONTRACTOR CHECKLIST

This checklist shall be completed by the maintenance contractor during each cleaning of the Public Works building. The completed checklist shall be provided monthly to the Public Works Director.

Date Cleaned: _____ Time of Cleaning: _____ Cleaned By: _____

TASKS PERFORMED

RESTROOMS

- Dust to remove all cobwebs
- Sweep and mop with disinfectant
- Spot clean all partitions, knobs, doorjambs and walls
- Wash clean and dry mirrors. Dust frame of mirrors.
- Wash and dry all sinks inside and out and polish metal fixtures
- Replace urinal blocks as needed
- Clean and disinfect all toilets and urinals
- Clean and disinfect shower stall and fixtures as needed
- Fill soap dispenser
- Replace paper towels
- Empty trash cans & replace liners
- Clean sanitary napkin receptacles
- Replace sanitary napkin bags

WINDOWS

- Clean and dry inside windows once monthly or as needed
- Clean and dry outside ground level windows once quarterly

OFFICE

- Clean light fixtures as needed
- Dust to remove all cobwebs
- Dust, including blinds
- Sweep and mop with disinfectant
- Empty trash cans and replace liners

BREAK ROOM

- Clean light fixtures
- Dust to remove all cobwebs
- Dust, including blinds
- Sweep and mop with disinfectant
- Clean outside of refrigerator as needed
- Clean sink and counters
- Empty trash cans and replace liners

HALLWAY

- Clean light fixtures as needed
- Dust to remove all cobwebs
- Sweep and mop with disinfectant
- Vacuum carpets
- Clean door glass

LIGHTING

- Replace burned out bulbs
- Turn off all interior lights
- Turn off all exterior lights

PLEASE REPORT:

Equipment Malfunctions: _____

Supplies Needed: _____

Damages/Problems Discovered: _____

Comments: _____

FOR OFFICE USE Received By: _____ Date: _____

MEMORANDUM

TO: Honorable Mayor Renner, City Council and City Administrator

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: February 21, 2014

RE: Cal. No. 14A-01, Applicant: City of Galena, 312 ½ North Main Street, Galena, IL 61036. Request for Text Amendment to Zoning Ordinance Section §154.015 *Definitions*, Table 154.403.1 *Permitted Land Uses*, §154.406 (D) *Principal Commercial Land Uses* and §154.406 (H) *Accessory Residential Land Uses* to allow for Tour of Homes by right in certain commercial zoning districts and as an accessory residential use by Special Use Permit only in residential zoning districts.

Project Summary:

This amendment to the Zoning Ordinance is a result of the Concept Plan Review from the January 14, 2014 ZBA Meeting for a proposal to offer tours of a large historical residential structure. The Board directed the Zoning Administrator to research the old Ordinance, when Tour Homes were allowed, and to draft an amendment to reinstitute the use.

The old Ordinance was very general and allowed a variety of tourist-oriented commercial uses in residential districts. In lieu of reinstating the old language, which allowed other uses, such as antique and gift shops, private museums, etc., research was conducted of other tourist destinations such as Savannah, GA and Charleston, SC. Savannah had a comprehensive approach that seemed to work with our community, so their language served as a template for the proposed amendment.

The attached amendment will allow Tour of Homes as an allowed use by right in certain commercial districts and only by Special Use Permit in certain residential districts as an accessory use. The detailed regulations in the land use descriptions are placed to keep the use within reason while giving prospective Tour Home owners flexibility in their operations. It is our intent that these regulations are defensive in nature to protect the integrity of the residential neighborhoods, while providing a way for large historic homes to be toured, if so desired by the owner.

Approval Criteria & Recommendation:

In order to maintain internal consistency within this code and on the zoning map, proposed amendments to the text and zoning map must be consistent with the purposes stated herein.

§154.920 ZONING CODE AMENDMENT AND REZONING

(C) *Approval Criteria.* In determining whether the proposed amendment shall be approved, the following factors shall be considered:

- (1) Whether the existing text or zoning designation was in error at the time of adoption;
- (2) Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;
- (3) Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
- (4) Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this code, and other city regulations and guidelines;
- (5) Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone;
- (6) Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs; or
- (7) Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning.

The Zoning Administrator and Zoning Board of Appeals shall make recommendations and the City Council shall take final action.

(1) When the Zoning Board of Appeals or City Council deems it necessary or expedient, additional property in the zoning district may be considered for a zoning change provided that this additional property is also addressed in the public hearing notice, in accordance with § [154.919](#)(F).

(2) In the event of a written protest against a proposed amendment signed and acknowledged by the owners of 20% of the frontage proposed to be altered or by the owners of 20% of the frontage immediately adjoining or across the alley or rear line therefrom or by the owners of 20% of the frontage directly opposite the frontage proposed to be altered as to such regulations or zoning district and filed with the City Clerk, such amendment shall not be passed except by the favorable vote of two-thirds of all of the selected members of the City Council.

Resolution No. _____

ZONING BOARD OF APPEALS

**DETERMINATION & RECOMMENDATION TO THE CITY COUNCIL
OF THE CITY OF GALENA**

REGARDING

CALENDAR NUMBER: Cal. No. 14A-01

APPLICATION BY: City of Galena - 312 1/2 N. Main Street, Galena, IL 61036

FOR: Request for Text Amendment to Zoning Ordinance Section §154.015 *Definitions*, Table 154.403.1 *Permitted Land Uses*, §154.406 (D) *Principle Commercial Land Uses* and §154.406 (H) *Accessory Residential Land Uses* to allow for Tour of Homes by right in certain commercial zoning districts and as an accessory residential use by Special Use Permit only in residential zoning districts.

PROCEDURES

Pursuant to law, a public hearing was held by the Galena Zoning Board of Appeals regarding this matter on February 12, 2014. The hearing was advertised in an edition of the Galena Gazette, in a quarter-page sized ad, that was available to the general public between 15 and 30 days prior to the hearing. They were invited to testify if they so desired. A quorum of the Board was present at the hearing in which the subject application and materials were reviewed and all persons were heard who desired to testify.

NATURE OF APPLICATION

The amendment being sought would revise Section 154.015 and Section 154.406 (D) & (H) to allow Tour of Home as a permitted land use by right in certain commercial districts and as an accessory land use only by Special Use Permit in residential districts.

The current ordinance excluded this type of use, which was allowed in the past under previous versions of our Zoning Ordinance. When the new ordinance was adopted in 2005, this use was erroneously omitted.

PUBLIC SUPPORT AND/OR OBJECTIONS

Wendy Heiken, 1004 Park Avenue – Wendy spoke in favor of the amendment as she plans to give tours of her residence if this amendment is approved. She supports the concept of City Staff

review to determine allowable occupancy based on building size for the tours. She also cited there are existing safety codes that are in place to ensure safety of occupants, typically found in homes in Galena that are concurrently used as guest homes. She feels this would be a great addition to the community.

Diann Marsh, 309 Park Avenue – Dianne spoke in favor of the amendment and supports Wendy Heiken and others who have purchased large historic homes in Galena. She feels that it is time that the community supports people who move to Galena and invest a lot of money in the restoration and care of the large homes. This proposed use would recognize those efforts and assist them in their endeavors.

APPLICABLE SECTIONS OF THE ZONING ORDINANCE

- Article 0, Section 154.015 sets henceforth the definition of Tour of Home
- Article 4, Table 154.403.1 regulates henceforth the locations of Tour of Home to specific zoning districts
- Article 4, Section 154.406 (D) & (H) set henceforth the regulations for Tour of Home
- Article 9, Section 154.920 sets forth the Review Criteria for Zoning Code Amendments and Rezoning

DETERMINATION

Based upon the facts in this case, the Zoning Board of Appeals does find and conclude that the request by the City of Galena for a text amendment as described above should be approved for the following reasons:

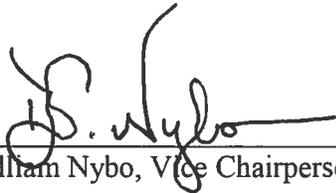
1. The existing code text regarding Tours of Homes was erroneously omitted at the time of adoption of the current Zoning Ordinance;
2. This use is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan as a tourist-oriented use;
3. There is a need for this type of use that will benefit the community;
4. The request meets the Review Criteria for Text Amendments given in Section 154.920.

RECOMMENDATION

NOW, THEREFORE BE IT RESOLVED, that this Zoning Board of Appeals does recommend to the City Council of the City of Galena that this request by the City of Galena, for a Text Amendment as described above should be approved as proposed in the original application with the following revisions:

1. The maximum number of persons allowed on tours in commercial districts shall be determined on a case by case basis by City Staff, based on building size, rather than the proposed 20 person maximum. Owners shall coordinate with City Staff before commencement of use.

PASSED AND APPROVED this 12th day of February, A.D. 2014, by the Galena Zoning Board of Appeals by a vote of 4 ayes, 0 nays, 3 absent, 0 abstain, 0 recused.



William Nybo, Vice Chairperson

Attachment A – Specific language for Text Amendment

§154.015 DEFINITIONS.

Tour House: A large, originally residential structure that is historically significant and has been in existence before 1900. A tour house is allowed by right in certain commercial districts and by special use permit in certain residential districts.

Tour of Home (Land Use): See section 154.406 (D) and (H).

Table 154.403.1. Permitted Land Uses

LA	CSR	LDR	MDR	HDR	NO	PO	NC	PC	GC	DC	PI	LI	HI	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
		S			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		P		P	P				(17) Tour of Home

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

LA Limited Agricultural
 CSR Countryside Residential
 LDR Low Density Residential
 MDR Medium Density Residential

HDR High Density Residential
 NO Neighborhood Office
 PO Planned Office
 NC Neighborhood Commercial

PC Planned Commercial
 GC General Commercial
 DC Downtown Commercial
 PI Planned Industrial

LI Light Industrial
 HI Heavy Industrial

Table 154.403.1. Permitted Land Uses

LA	CSR	LDR	MDR	HDR	NO	PO	NC	PC	GC	DC	PI	LI	HI	Type of Land Use
P	P	P	P	P	P	P	P	P	P	P				(1) Day Care Home, Serving 3 to 12 Children
P	P	P	P	P	P	P	P	P	P	P				(2) Home Occupation, Minor
S	S	S	S	S	S	S	S	S	S	S				(3) Home Occupation, Major
P	P	P	P	P	P	P	P	P	P	P				(4) Private Kennel
P	P	P	P	P	P	P	P	P	P	P				(5) Outbuildings and Recreation Facilities
P	P	P	P	P	P	P	P	P	P	P				(6) Recreational Vehicle Storage
P	S													(7) Private Stable
<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>										<u>(8) Tour of Home</u>
														Accessory Residential Land Uses (154.406 (H))
														Accessory Agricultural Land Uses (See 154.406(I))
														Accessory Recreational & Institutional Land Uses (See 154.406(J))
														Accessory Commercial Land Uses (154.406(K))
						P		P	P	P	P	P	P	(1) Company-Provided Cafeteria
					S	S	S	S	S	S	S	S	S	(2) Company-Provided Day Care
						S		S	P		S	P	P	(3) Company-Provided On-Site Recreation
					P	S	P	S	S	P				(4) Dwelling Units Above Ground Floor
						S		S	P		P	P	P	(5) Fleet Vehicle Storage
								S	S	S				(6) Light Industrial Incident to Indoor Sales
							S	P	P	S	S			(7) Outdoor Dining
							S	S	P	S				(8) Outdoor Display, Removable
									P					(9) Outdoor Display and Storage, Permanent
								S	P					(10) Outdoor Entertainment
P = Permitted by Right (See section 154.402(A)) S = Permitted by a Special Use (See section 154.402 (B))														

LA Limited Agricultural
 CSR Countryside Residential
 LDR Low Density Residential
 MDR Medium Density Residential

HDR High Density Residential
 NO Neighborhood Office
 PO Planned Office
 NC Neighborhood Commercial

PC Planned Commercial
 GC General Commercial
 DC Downtown Commercial
 PI Planned Industrial

LI Light Industrial
 HI Heavy Industrial

§154.406 DETAILED LAND USE DESCRIPTIONS AND REGULATIONS.

The land use categories employed by this Chapter are defined in this section. Land uses which are not listed in this Chapter are not necessarily excluded from locating within any given zoning district. Section 154.903 empowers Zoning Administrator to make interpretations on matters regarding specific land use proposals which are not addressed by this Chapter.

(D) Principal Commercial Land Uses.

(17) **Tour of Home.** Tour of Home land uses include on-site tours of structures, constructed as single-family residences that are relevant to Galena's heritage and have historical significance. Structures used for Tour of Home purposes must have been in existence before 1900. Such activities include guided tours of appropriate structures and grounds of the property.

(a) Regulations:

- (1) Tours may be conducted by the owner of the structure, an operator, or other agent of the owner.
- (2) ~~No more than 20 persons, including the residents of the dwelling, shall be inside the tour house or on the property at any one time.~~ Maximum number of persons allowed on tours shall be determined on case-by-case basis by the City Staff. Owners shall coordinate with City Staff to establish maximum occupancy before commencement of use. (Revision made by ZBA at February 12, 2014 Public Hearing)
- (3) No signs advertising the tour house shall be displayed on the site.
- (4) The owner of the tour house shall maintain a registry which shall show the date, time and number of persons involved in each tour.
- (5) Tours shall be given only between the hours of 9:00 a.m. and 4:30 p.m., and between 6:30 p.m. and 9:00 p.m. during the peak tourist season between May 1 and November 30. A tour house shall receive no more than two tours per day between the hours of 9:00 a.m. and 4:30 p.m., and no more than three tours per week between the hours of 6:30 p.m. and 9:00 p.m. During the off peak tourist season between December 1 and April 30, a tour house shall receive no more than three tours per day, either morning or night, provided however, a tour house shall not be open for tours more than three days per week.
- (6) The owner of the tour house or his / her authorized agent shall be on the premises at all times during the tour.
- (7) The owner shall be responsible for compliance with these regulations.

(H) Accessory Residential Land Uses.

(8) **Tour of Home.** Tour of Home land uses include on-site tours of structures, constructed as single-family residences that are relevant to Galena's heritage and have historical significance. Structures used for this purpose must have been in existence before 1900. Tour of Home activities include guided tours of appropriate structures and grounds of the property.

(a) Regulations:

- (1) Maximum number of persons allowed on tours shall be determined on case-by-case basis with Special Use Permit.
- (2) No signs advertising the tour house shall be displayed on the site.
- (3) The owner of the tour house shall maintain a registry which shall show the date, time and number of persons involved in each tour.
- (4) Tours shall be given only between the hours of 9:00 a.m. and 4:30 p.m., and between 6:30 p.m. and 9:00 p.m. during the peak tourist season between May 1 and November 30. A tour house shall receive no more than two tours per day between the hours of 9:00 a.m. and 4:30 p.m., and no more than three tours per week between the hours of 6:30 p.m. and 9:00 p.m. During the off peak tourist season between December 1 and April 30, a tour house shall receive no more than three tours per day, either morning or night, provided however, a tour house shall not be open for tours more than three days per week.

- (5) The owner of the tour house or his / her authorized agent shall be on the premises at all times during the tour.
- (6) The owner shall be responsible for compliance with these regulations.

CITY OF GALENA, ILLINOIS

312 ½ North Main Street, Galena, Illinois 61036



TO: Honorable Mayor Renner and City Council

FROM: Deb Price

DATE: February 21, 2014

RE: Pool Hours, Rates and Wages

The following are the proposed schedule, hours, rates and employee wages for the 2014 pool season.

2014 SCHEDULE AND HOURS

The last day of school is Friday, June 6. We would like to open Saturday, June 7. In the past we have sometimes opened Memorial Day weekend and closed again until school is out in June. This year Memorial Day is May 26 and Galena High School graduation is Friday night May 23. Preparing and staffing the pool for that weekend or the next will be difficult as many of our employees are still involved in school related activities. Our last day of operation would be Sunday, August 17. Galena begins school Wednesday, August 20.

MONDAY – FRIDAY

ADULT LAP SWIM	12:00 PM – 1:00 PM
OPEN SWIM	1:00 PM – 7:00 PM
FRIDAY NIGHT	7:00 PM – 9:00 PM

SATURDAY - SUNDAY

ADULT LAP SWIM	11:00 AM – 12:00 PM
OPEN SWIM	12:00 PM – 7:00PM

LESSONS: JUNE 9 – AUGUST 1

MONDAY THRU FRIDAY

Parent-Child Aquatics (4 days)	6:00 PM – 7:00 PM
Children's 3 – 18 (two week sessions)	9:00 AM – 11:55 AM
Adults (1 Week)	7:00 PM – 8:00 PM

The past several years the pool has been open Friday night until 9PM. I realize this has been previously discussed. This year there are ten Friday nights including July 4th when we usually close at 5PM. Four of the remaining Friday nights the pool will be closed, as it traditionally is, to hold swim lesson Fun Night for the just ended session. This leaves five Friday nights. Attendance on Friday night has not increased over the past years. Pool Director Penny Bingham reported that occasionally there has been as many as ten persons using the pool from 7-8PM; from 8PM to close it is typically empty. Most often the swimmers are season pass holders. Penny has been receiving inquiries as to whether private pool parties could be held at this time. Pool parties would result in more persons using the pool.

WAGES

The state minimum wage is \$8.25 for employees 18 years and older and \$7.75 for employees 14 to 17 years of age. Below are the positions and their respective salary. New employees would start at minimum wage. Returning employees would receive a .25 per hour increase over last year’s rate. The exception would be the Concession Supervisor. Penny is finding that more of her time is needed supervising the pool operations area, the lifeguards and the swimmers themselves which removes her from the concession area. She is very concerned that the concession stand be supervised and maintained properly at all times. Health Department inspections are possible at any time and we do not want our license jeopardized. I propose the two Concession Supervisors be given a .50 increase. Previously they received a .25 increase while supervising on Penny’s day off.

Operations Manager	\$14.00
Pool Supervisor	\$10.50
Concession Supervisor	\$ 9.75
Certified Lifeguard	\$ 7.75 - \$9.50
Cashier	\$ 7.75 - \$9.25
Concession Staff	\$ 7.75 - \$9.25
Swimming Lessons Coordinator	\$14.73
Swimming Lessons Assistant	\$10.50
Swimming Lessons Instructor	\$ 7.75 - \$9.50

POOL RATES

I propose all rates remain the same as 2013 except the pool party charge.

<u>POOL ADMISSION:</u>	5 years & younger	\$2.00
	6 – 18 years	\$3.00
	19 years and older	\$4.00

<u>INDIVIDUAL SEASON PASSES:</u>	\$25.00 before June 7
	\$30.00 June 7 and after

<u>LESSONS:</u>	Children 3 -18	\$20.00
	Parent – Child Aquatics	\$10.00
	Adult	\$10.00

POOL PARTIES: We have been charging \$110.00 for the private pool parties. Considering staffing costs, the breakeven point is \$112.00. I propose that we increase the rate to \$125.00.

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: February 20, 2014

RE: Museum Expense Reimbursement Request

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

In December 2012, the City and the Galena-Jo Daviess County Historical Society and Museum updated the lease agreement for the 211 S. Bench Street building owned by the City and occupied by the Museum. As part of the new lease, the City agreed to reimburse the Museum up to \$10,000 for maintenance and utility expense for the building. The Museum submitted more than \$10,000 of eligible expenses for the 2012-13 fiscal year and was reimbursed \$10,000. The Museum seeks to renew the reimbursement agreement for the City's current fiscal year ending April 30, 2014, and ideally for a five-year period.

I am attaching the lease addendum that became effective December 2012. Paragraph 12 describes the expense reimbursement arrangement. Since our current budget does not include a line item for the current Museum request, a budget amendment would be needed to renew the reimbursement agreement.

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

FIRST ADDENDUM TO LEASE AGREEMENT
DATED JUNE 7, 1938

WHEREAS, the City of Galena entered into a Lease Agreement with the Galena-Jo Daviess County Historical Society on June 7, 1938; and

WHEREAS, said Lease contemplated that the Galena-Jo Daviess County Historical Society would occupy the property known as the Galena Historical Society and Museum at 211 S. Bench Street from June 7, 1938 until June 7, 2038; and

WHEREAS, City of Galena and the Galena-Jo Daviess County Historical Society believe that reconstituting and clarifying said Lease so as to further identify each party's rights and obligations is in their mutual interest.

NOW, THEREFORE:

This First Addendum to said Lease is made on the 10th day of December, 2012, by and between the City of Galena, a Municipal Corporation, (hereinafter called "City"), and the Galena-Jo Daviess County Historical Society (hereinafter called "History Museum"):

1. **PREMISES USED:** In consideration of the covenants, agreements and undertakings hereinafter reserved and contained on the part of the History Museum to be observed and performed, the City makes available for exclusive possession, as defined hereafter, by the History Museum, the entire premises located at 211 S. Bench Street, Galena, Jo Daviess County, Illinois, commonly known as the Galena Historical Society & Museum.
2. **TERM:** The use of the premises shall be from the 10th day of December 2012, until the 7th day of June, 2038.
3. **CONSIDERATION:** The History Museum agrees to pay the sum of One and 00/100 Dollar (\$1.00) per year to the City for occupancy of the premises. Said sum shall enable the History Museum to occupy the premises and make capital improvements thereon.
4. **USE OF PREMISES:** History Museum shall use the premises for the purpose of operating the Galena Historical Society and Museum, and all other operations incident thereto, including but not limited to, museum offices and administration.
5. **FIXTURES AND ALTERATIONS:** History 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, History Museum shall supply to the City plans and specifications for such work, and obtain written approval. Approval shall not be unreasonably withheld by the City.

6. ITEMS INSTALLED BY HISTORY MUSEUM: All additions and improvements made by the History Museum, or made by the City on the History 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 History Museum shall remove all decorations and restore the premises, ordinary wear and tear excepted, to its condition at the time of original occupancy.

Alterations and improvements made on the premises shall become the property of the City and shall remain thereon and be surrendered with the premises at the termination of the tenancy.

7. MAINTENANCE: The History Museum shall keep the interior and exterior of the building and adjoining property well organized, free of refuse and in good appearance. Janitorial services shall be the obligation of the History Museum.

The History Museum shall keep the premises, including the interior and exterior areas and all portions of the used premises, including but not limited to, lighting, heating, plumbing and fixtures, and air conditioning in good working order at History Museum's sole cost and expense.

The History Museum shall promptly notify the City of any major structural problems or defects in the structure or heating, air conditioning, electrical, roofing or related systems that may require attention.

The History Museum shall be responsible for all costs associated with maintenance, repair and capital improvements to the premises. The City acknowledges that some of these costs may exceed the financial capacity of the History Museum. The City will consider requests from the History Museum for assistance with the costs of maintenance, repair and capital improvements exceeding \$2,500 per item or project. The Museum shall have the option of presenting a budget proposal for maintenance, repairs, and capital improvements to the City by February 1 of each year. The City shall consider the budget proposal as part of the annual budget process concluding with the adoption of the City operating budget not later than April 30 of each year. The City shall consider budget requests in good faith, but shall not be obligated to fund any expenses.

8. SURRENDER OF PREMISES: At the expiration of the use period hereby created, History Museum shall surrender the premises in the same condition as the premises were upon delivery of possession thereto under 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: History Museum shall keep in full force and effect appropriate policies of public liability in the amount of \$1,000,000 (one-million dollars) and property damage insurance in the amount of not less than \$750,000 (seven hundred and fifty thousand dollars) with respect to the premises. The City shall be named as a co-insured on the policies of insurance and copies of the insurance policies shall be to the City. The History Museum shall be responsible for insuring their artifacts and exhibits.

10. INDEMNIFICATION: History Museum shall indemnify 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 History Museum of the premises or any part thereof, occasioned wholly or in part by a negligent act or omission of the History Museum pertaining to said lease.

In case the City shall be made a party to any litigation commenced by or against the History Museum, or by or against City, in furtherance of the interests of the History Museum, then the History 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. History 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. Should the City hire its own attorney when the History Museum has already engaged an attorney to defend the City, the City shall pay the cost of their own attorney.

11. UTILITIES: The History Museum shall be solely responsible for all charges for heat, gas, electricity, water and sewer used or consumed on the premises.

12. REMIMBURSEMENT FOR UTILITY AND MAINTENANCE EXPENSES: For the City's fiscal year commencing May 1, 2012 and ending April the 30, 2013, the city agrees to reimburse the History Museum not more than \$10,000 of utility bills and/or maintenance expenses of the History Museum, incurred at the property commonly known as 211 South Bench Street, Galena, Illinois 61036. It is expressly understood between the City and History Museum that the City's total contribution toward utilities and/or maintenance expenses shall not exceed \$10,000. The History Museum shall submit to the City by April 1, 2013 a list of utility bills and/or maintenance expenses for which they desire to be reimbursed. The City shall reimburse the History Museum an amount not to exceed \$10,000 by April 30, 2013. The parties to his agreement acknowledge the City's obligation to reimburse the History Museum for utilities and/or maintenance expenses is only for the City's fiscal year commencing on May 1, 2012 and ending on April the 30, 2013 and does not continue to future years.

13. ASSIGNMENT AND SUB-LETTING: The History Museum agrees not to 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. Approval by the City shall not be unreasonably withheld.

14. WASTE OR NUISANCE: History 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.

15. GOVERNMENTAL REGULATIONS: History Museum shall at History 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. Except that History Museum shall not be responsible for any and all expenses related to accessibility matters as described above if such conditions or violations existed prior to the History Museum's occupancy and were not caused to exist by History Museum modifications after said occupancy.

16. 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 History Museum's contents and the 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.

17. 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.

18. 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 those 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.

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 History Museum in care of its then acting administrator.

19. OPTION TO RENEW: Provided that History Museum has met the conditions of this Use Agreement and performed the covenants contained herein, History Museum is hereby given the right to renew this Use Agreement for an additional five (5) year renewal beginning June 8, 2038 and terminating June 7, 2043. History Museum must provide notice of their intent to exercise this option in writing to the City Administrator ninety (90) days prior to their desire to renew. The consideration for occupancy for use of the premises under such renewal period shall be under the same terms and conditions as those set forth herein.

20. 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.

21. ADDENDUM SUPERSEDES ORIGINAL LEASE: The parties agree that this First Addendum to the Lease Agreement dated June 7, 1938 replaces the June 7, 1938 Lease Agreement in whole.

IN WITNESS WHEREOF, City and History 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

BY: _____

DATE: _____

Maintenance & Utility Expenditures for 211 S. Bench St. April 1, 2013 through February 17, 2014

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
Building/Grounds Maintenance					
Museum					
	04/16/2013	5327	Fire & Safety Equipment	Inv 37821	120.00
	04/16/2013	5334	Weber Paper Company	Inv 522400	49.35
	04/22/2013	5358	Randy Miles Snow Removal	Inv 308: March 5-25, 2013	203.00
	04/29/2013	5375	Gasser True Value	Invoices from 3/21/13 to4/25/13	25.98
	04/29/2013	5365	Top Notch	Inv 14639; Electrical Wiring	247.80
	05/13/2013	5393	Weber Paper Company	Inv 526225	43.86
	05/28/2013	5414	Exact Pest Solutions LLC	Inv 2080	55.00
	05/28/2013	5415	Gasser True Value	Inv 321928 & 321922	37.98
	06/10/2013	5443	Visa	Visa acct...3337; Janitorial Supplies	22.46
	06/17/2013	5453	Mike's Snowplowing & Lawn Maintenance	May 10, 17 & 28	60.00
	07/08/2013	5507	Visa	Acct...3337; exhibit light bulbs	36.30
	07/08/2013	5507	Visa	Acct...3337; paper towels	9.94
	07/15/2013	5511	Mike's Snowplowing & Lawn Maintenance	June Mowing & Trimming	80.00
	08/12/2013	5577	Exact Pest Solutions LLC	Inv 2239	55.00
	08/26/2013	5594	Weber Paper Company	Inv 537101; Hand Towels	43.86
	08/26/2013	5611	Mike's Snowplowing & Lawn Maintenance	Inv 897	60.00
	09/23/2013	5654	Mike's Snowplowing & Lawn Maintenance	Inv 980; August Mowing	80.00
	09/26/2013	5660	Weber Paper Company	Inv 541800 & 542565	83.81
	10/15/2013	5704	Visa	Acct...3337; cleaning sply	121.45
	10/21/2013	5709	Galena Fire Department	Mine Shaft Maintenance & Cleaning	100.00
	10/28/2013	5721	Mike's Snowplowing & Lawn Maintenance	Inv 997; September Mowing & Trimming	80.00
	11/18/2013	5758	Mike's Snowplowing & Lawn Maintenance	Inv 1039; October Mowing	0.00
	11/18/2013	5760	Mike's Snowplowing & Lawn Maintenance		40.00
	11/25/2013	5769	Exact Pest Solutions LLC	Inv 2485; October Monitoring	55.00
	12/05/2013	5801	Petty Cash	Nov 2013 Petty Cash Reimbursement	37.62
	12/30/2013	5850	Locksmith Express	Inv 79192; Front Door Lock Repairs	153.50
	01/13/2014	5866	Randy Miles Snow Removal	Dec 2013 Museum Shovel & Salt	309.00
	02/10/2014	5895	Visa	Acct...3428: Museum rug & cleaner	21.49
	02/10/2014	5896	Exact Pest Solutions LLC	Inv 2620; 1/16/14 Treatment	55.00
	02/10/2014	5900	Randy Miles Snow Removal	Inv 201418; January Museum Snow Removal	286.00
Total Museum					2,573.40
Utilities					
Gas - Museum					
	04/29/2013	5364	Nicor	Acct 65-61-23-2000	379.72
	05/28/2013	5418	Nicor	Acct 65-61-23-2000 5	302.28
	06/24/2013	5470	Nicor	Acct 65-61-23-2000 5	72.47
	07/23/2013	5539	Nicor	Acct 65-61-23-2000 5	62.73
	08/26/2013	5613	Nicor	Acct # 65-61-23-2000 5	28.40
	09/27/2013	5663	Nicor	Meter # 481610	29.85
	10/28/2013	5717	Nicor	Acct 65-61-23-2000 5	31.87
	11/25/2013	5782	Nicor	Acct Acct 29-04-81-32491	50.98
	12/23/2013	5839	Nicor	10/16/13 - 11/14/13	241.85
	01/30/2014	5885	Nicor	Acct 65-61-23-20005	591.77
	02/17/2014	5901	Nicor	Acct 65-61-23-20005	956.61
Total Gas - Museum					2,748.53
Water/Sewer - Museum					
	04/08/2013	5313	City of Galena	Acct 3.02314.00	21.23
	05/06/2013	5388	City of Galena	Acct 3.00012.00	31.13
	06/04/2013	5430	City of Galena	Acct 3.00012.00	21.23
	07/01/2013	5480	City of Galena	Acct 3.02314.00	31.13
	08/05/2013	5541	City of Galena	Acct 3.02314.00	21.23
	09/09/2013	5635	City of Galena	Acct 3.02314.00	31.13
	10/15/2013	5691	City of Galena	Acct 3.02314.00	26.18
	11/04/2013	5742	City of Galena	Acct 3.00012.00	36.08
	12/09/2013	5819	City of Galena	Acct 3.02314	21.23
	01/06/2014	5861	City of Galena	Acct 6.02314.00	21.23
	02/03/2014	5886	City of Galena	Acct 6.02314.00	11.33
Total Water/Sewer - Museum					273.13
Electricity - Museum					
	04/03/2013	5306	JCE		440.00
	04/29/2013	5377	JCE	Acct 20525001	440.00
	06/04/2013	5435	JCE	Account 20525001	440.00
	07/01/2013	5479	JCE	Acct 20525001	388.00
	08/05/2013	5557	JCE	Acct 20525001	388.00
	09/03/2013	5620	JCE	Acct 20525001	388.00
	09/30/2013	5672	JCE	Acct 20525001	388.00
	11/04/2013	5738	JCE	Acct 20525001	388.00
	12/09/2013	5820	JCE	Acct 20525001	388.00
	01/06/2014	5860	JCE	Acct 20525001	379.00
	02/03/2014	5891	JCE	Acct 20525001	379.00
Total Electricity - Museum					4,406.00
TOTAL					10,001.06

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: February 21, 2014

RE: American Water Contract Renewal

American Water (formerly the Environmental Management Corporation (EMC)) has proposed to renew the operations and maintenance contract for our water and wastewater systems. The contract expires July 31, 2014. I am attaching a letter from the President of Contract Services for American Water, David Choate. In his letter, Choate describes the history of services provided to the City and proposes terms for renewal of the contract. I have since determined that a five-year renewal is proposed. I am writing to request direction from the city council regarding the proposed renewal.

Our initial contract with American Water was executed in August 1998 following a competitive request for proposals process. The contract was renewed with adjustments in compensation and terms in 2001, 2004, and 2009.

The current annual contract cost with American Water is \$639,261. This is *inclusive* of funds for electricity, chemicals, maintenance and repairs. The cost breakdown is provided in Table 1.

Table 1. American Water Annual Contract Costs

Item	Cost
Base Contract (Operations)	\$415,587
Electricity	\$126,000
Chemicals	\$17,925
Maintenance and Repair	\$79,749
TOTAL	\$639,261

If you wish to pursue a renewal with American Water, I would suggest that we begin a process of negotiation. Our staff has identified a number of potential improvements to the contract that we would discuss with American Water. If you select this route, my goal would be to return to the council by the end of March with recommendations based on the negotiations. If the results of the negotiations are not acceptable to the council, proposals could be sought from other interested companies. Other companies have expressed interest in the contract.

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

American Water Enterprises, Inc. P 856-359-2056
1025 Laurel Oak Road F 856-359-2768
Voorhees, NJ 08043

David.Choate@amwater.com
www.amwater.com

November 25, 2013

Mr. Mark Moran
City of Galena
312 ½ North Main St.
Galena, IL 61036

RE: American Water 2014 O&M Contract Renewal

Dear Mark:

As we discussed during my September visit to Galena we would like to propose an early renewal of the agreement between the City of Galena and American Water Enterprises, Inc.

As you know, American Water (formerly EMC) has been a partner with the City of Galena since 1998. We have come from a point of having the City of Galena in danger of sanctions by the IEPA, to being nominated as the WWTP of the year. In our years as operator of the Galena water and wastewater systems we have made numerous accomplishments that we are very proud of. Some examples of these accomplishments include:

- Achieving compliance for the lead / copper rule
- Implementation of a comprehensive safety program that has resulted in over ten years without a lost time accident
- Optimization of chemical usage
- Received an award for perfect fluoride levels thirteen years in a row
- Helped reduce water loss from over 50% to now around 20%
- No permit violations since start up of new wastewater treatment plant
- No notices of violations from the IEPA during our tenure
- Twice completed the renewal of the NPDES permit
- Completed the renewal of the sludge land application permit (in the process of submitting application for second renewal)
- Consistently receive very complimentary inspections from IEPA on both water and wastewater systems
- One of five large plant wastewater facilities nominated for plant of the year in 2008
- Significant housekeeping improvements at the facilities

We feel there has been a productive partnership that has helped achieve this success, as the City has taken on many projects to improve the water and wastewater systems that we manage and operate. Some highlights of these projects are:

- Replacement of all the residential and commercial water meters in Galena
- The reconstruction of the downtown, including lining / replacing all sanitary sewer mains and laterals, separating sanitary and storm water systems, and all new water infrastructure
- The construction of the conveyance system and the new wastewater treatment plant
- The water system improvements with a new well with a 450,000 gallon water tower and two new well houses
- The full SCADA system to monitor, control, and alarm the wastewater treatment plant, wastewater lift stations, wells, water storage, and water booster stations
- Other street reconstruction and water main replacements, such as the Poplar Street main replacement (done in-house with EMC and Public Works Department), Field Street, Bouthillier Street, the water main extension to Midwest Medical Center, and the water main extension to The Ramada Inn.
- Solar Project for Wastewater Treatment Facility

Through the course of planning and design, we have worked very closely with the City staff and the City's engineers to help design projects to provide the best value for your dollars spent. We have also worked with various City staff, on-site inspectors, and contractors during the construction of the various projects to ensure they were completed properly and without negatively impacting operations. This close cooperation, coupled with our experience and expertise with Galena's water/wastewater systems, were instrumental in the completion of these projects with the least amount of disruption of service to customers, especially in the downtown project.

We have also recently been working with Andy Lewis and IDOT on the planning for the Gear Street and Highway 20 projects, which hopefully will start in 2014. Again, we believe that our experience and knowledge of the Galena water/sewer systems can contribute to the successful completion of these major and complex projects.

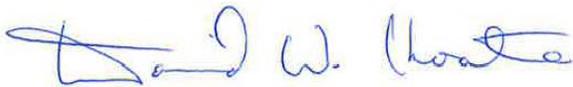
Since contract inception, we have only received one increase in the contract amount based on a change of scope when the new wastewater treatment plant was completed. All other adjustments were based on CPI (that even resulted in a decrease in the annual amount one year). With that in mind and the fact that the contract was originally competitively bid, we feel the contract amount remains within a fair market price.

In the spirit of our strong partnership with The City, we are pleased to submit this proposal for the renewal of our current agreement which also includes some financial incentives for the City:

- A 1% discount on the CPI adjustment for the first year of the contract
- A 0.5% discount on the adjustment for the second year of the contract
- Reduction of the maximum CPI adjustment from 6% to 5%
- Increase M&R spending from \$2500 to \$3000
- Contribute \$2000 per year as a corporate sponsor of The Alice T. Virtue Swimming Pool
- Including additional facilities such as the solar system at the wastewater treatment plant into the scope (Appendix A) at no additional cost.

We are very proud with what we have accomplished to date in partnership with the City, but don't want to rest on our laurels. We are very focused on continuous improvement, and I will personally commit that should the City elect to continue its relationship with American Water that service quality will be a top priority. Should you have any questions please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "David W. Choate". The signature is fluid and cursive, with the first name "David" being the most prominent.

David Choate
President, Contract Services

cc: Jeff Saylor – AWE
Greg Cobourn – AWE

CITY OF GALENA

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
ALVERIO, JOSE (119954)							
021014	1	Invoice	CREDIT BALANCE REFU	02/10/2014	7.18		98.115.0
Total ALVERIO, JOSE (119954):					7.18		
AMERICAN RED CROSS (119874)							
021514	1	Invoice	AQUATIC FACILITY FEES	02/15/2014	650.00		59.55.563.00
Total AMERICAN RED CROSS (119874):					650.00		
AT & T (LOCAL) (103)							
021514	1	Invoice	POOL/PHONE	02/15/2014	26.87		59.55.552.00
021514	2	Invoice	PUBLIC WORKS/PHONE	02/15/2014	41.76		01.41.552.00
021514	3	Invoice	EMS/PHONE	02/15/2014	26.87		12.10.552.00
021514	4	Invoice	POLICE/PHONE	02/15/2014	411.01		01.21.552.00
021514	5	Invoice	ADMINISTRATION/PHON	02/15/2014	263.79		01.13.552.00
021514	6	Invoice	FLOOD CONTROL/PHON	02/15/2014	26.87		20.25.515.00
Total AT & T (LOCAL) (103):					797.17		
AT & T LONG DISTANCE (119065)							
021514	1	Invoice	PUBLIC WORKS/LONG DI	02/15/2014	5.43		01.41.552.00
021514	2	Invoice	FIRE DEPARTMENT/LON	02/15/2014	12.37		22.22.552.00
021514	3	Invoice	EMS/LONG DISTANCE	02/15/2014	1.18		12.10.552.00
021514	4	Invoice	POLICE/LONG DISTANCE	02/15/2014	122.39		01.21.552.00
021514	5	Invoice	ADMINISTRATION/LONG	02/15/2014	321.39		01.13.552.00
Total AT & T LONG DISTANCE (119065):					462.76		
BARANSKI, HAMMER, (375)							
12	1	Invoice	CITY HALL ARCHITECTU	01/31/2014	1,470.00		01.13.820.00
Total BARANSKI, HAMMER, (375):					1,470.00		
BROWN TRAFFIC PRODUCTS (853)							
041715	1	Invoice	TRAFFIC SIGNAL MAINT	12/17/2013	273.39		15.41.514.06
Total BROWN TRAFFIC PRODUCTS (853):					273.39		
CARD SERVICE CENTER (119840)							
021914	1	Invoice	POLICE TRAINING	02/19/2014	195.24		01.21.562.00
021914	2	Invoice	ILCMA REGISTRATION	02/19/2014	175.00		01.11.563.00
021914	3	Invoice	PHOTOSHOP MONTHLY	02/19/2014	21.24		01.16.563.00
Total CARD SERVICE CENTER (119840):					391.48		
CHIEF LAW ENFORCEMENT SUPPLY (119909)							
392941	1	Invoice	UNIFORMS/TONY	02/11/2014	92.99		01.21.471.15
Total CHIEF LAW ENFORCEMENT SUPPLY (119909):					92.99		
COLE (JIM) CUSTOM PAINT (119417)							
021014	1	Invoice	ST. LIGHT MAINTENANC	02/10/2014	250.00		01.41.514.11

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total COLE (JIM) CUSTOM PAINT (119417):					250.00		
COMELEC SERVICES INC. (244)							
0424515	1	Invoice	PAGER REPAIR	01/20/2014	20.00		22.22.652.00
0424520	1	Invoice	PAGER REPAIR	01/20/2014	29.95		22.22.652.00
0424560	1	Invoice	PAGER REPAIR	01/24/2014	66.50		22.22.652.00
Total COMELEC SERVICES INC. (244):					116.45		
CONMAT, INC. (1187)							
88382	1	Invoice	CHIPS	01/13/2014	415.33		15.41.614.01
Total CONMAT, INC. (1187):					415.33		
DIXON, R. K. CO. (1)							
1022612	1	Invoice	COPIES MADE	02/12/2014	76.32		01.13.579.00
Total DIXON, R. K. CO. (1):					76.32		
DOIG, KATHLEEN (119339)							
426838	1	Invoice	MARKET HOUSE RESTR	02/19/2014	230.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					230.00		
EMERGENCY REPORTING (119956)							
2014-0299	1	Invoice	NEW EQUIPMENT	02/03/2014	1,937.00		22.22.840.00
Total EMERGENCY REPORTING (119956):					1,937.00		
FURLONG, TIM (119953)							
021014	1	Invoice	CREDIT BALANCE REFU	02/10/2014	6.97		98.115.0
Total FURLONG, TIM (119953):					6.97		
G & K SERVICES (532)							
013114	1	Invoice	UNIFORM SERVICES	02/15/2014	410.32		01.41.579.02
Total G & K SERVICES (532):					410.32		
GALENA BREWING COMPANY (119754)							
021314	1	Invoice	DEPOSIT REFUND	02/13/2014	200.00		58.54.929.00
Total GALENA BREWING COMPANY (119754):					200.00		
GALENA CLIMATE CONTROL STORAGE (119906)							
15	1	Invoice	MONTHLY RENT FOR ST	04/28/2014	250.00		01.13.820.00
Total GALENA CLIMATE CONTROL STORAGE (119906):					250.00		
GALENA FIRE DEPT. (91)							
011714	1	Invoice	ELEC. VEHICLE SAFETY	01/17/2014	17.10		22.22.929.00
021714	1	Invoice	SPECTACLE KIT FOR SC	02/17/2014	116.00		22.22.929.00
021714	2	Invoice	OFFICE CEILING REPLA	02/17/2014	1,982.00		22.22.844.04

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA FIRE DEPT. (91):					2,115.10		
GALENA GAZETTE (34)							
00034251	1	Invoice	BID PUBLICATION	01/30/2014	54.15		01.11.553.00
021514	1	Invoice	SUBSCRIPTION	02/15/2014	60.00		01.11.553.01
Total GALENA GAZETTE (34):					114.15		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
002273	1	Invoice	STERLING DUMP	01/13/2014	389.72		01.41.613.05
002323	1	Invoice	INTERNATIONAL DUMP	01/20/2014	45.70		01.41.613.06
002601	1	Invoice	INTERNATIONAL DUMP	01/16/2014	93.15		01.41.613.06
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					528.57		
HEALTHCARE SERVICE CORPORATION (118931)							
021514	1	Invoice	HSA/FAMILY/EMPLOYEE	02/15/2014	2,319.00		01.218.0
021514	2	Invoice	PPO/BLUE CROSS BLUE	02/15/2014	388.00		01.218.0
021514	3	Invoice	HEALTH INSURANCE	02/15/2014	21,909.82		01.13.451.00
021514	4	Invoice	W/BLUE CROSS/BLUE S	02/15/2014	727.24		78.32.464.02
Total HEALTHCARE SERVICE CORPORATION (118931):					25,344.06		
HOLLAND HEATING, AIR COND (99)							
37529	1	Invoice	FURNACE INSTALL IN PD	02/05/2014	3,275.00		01.13.511.01
Total HOLLAND HEATING, AIR COND (99):					3,275.00		
HON COMPANY (119935)							
651235	1	Invoice	FURNITURE	02/01/2014	704.58		01.13.820.00
Total HON COMPANY (119935):					704.58		
ILLINOIS FIRE STORE (119034)							
30727	1	Invoice	OPERATING MATERIALS	02/09/2014	229.99		22.22.652.00
Total ILLINOIS FIRE STORE (119034):					229.99		
IML RISK MANAGEMENT ASSOCIATION (432)							
021414	1	Invoice	EQUIPMENT INSURANCE	02/14/2014	2,156.00		14.14.592.01
Total IML RISK MANAGEMENT ASSOCIATION (432):					2,156.00		
JDWI (235)							
39102	1	Invoice	SR CIT TRANSPORT	01/31/2014	830.00		01.13.542.00
Total JDWI (235):					830.00		
JO CARROLL ENERGY, INC. (397)							
021514	1	Invoice	ELECTRIC	02/15/2014	936.05		01.41.571.01
021514	2	Invoice	PUBLIC WORKS/ELECTRI	02/15/2014	364.77		01.41.571.01
021514	3	Invoice	EMS/ELECTRIC	02/15/2014	70.53		12.10.571.01
021514	4	Invoice	PARKS/ELECTRIC	02/15/2014	222.75		17.52.571.01

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
021514	5	Invoice	POOL	02/15/2014	321.26		59.55.571.01
Total JO CARROLL ENERGY, INC. (397):					1,915.36		
JO DAVIESS COUNTY TREAS. (MFT) (119855)							
2912	1	Invoice	SALT	02/18/2014	6,952.13		01.41.614.07
Total JO DAVIESS COUNTY TREAS. (MFT) (119855):					6,952.13		
JO DAVIESS CTY GIS DEPT (330)							
003837	1	Invoice	GIS UPDATES	02/06/2014	75.00		01.45.532.01
Total JO DAVIESS CTY GIS DEPT (330):					75.00		
JOHN DEERE FINANCIAL (119690)							
021414	1	Invoice	CLOTHING	02/14/2014	29.94		01.41.471.09
Total JOHN DEERE FINANCIAL (119690):					29.94		
KUHN, BRIAN (236)							
021514	1	Invoice	BOOTS, ETC.	02/15/2014	150.84		01.41.471.09
Total KUHN, BRIAN (236):					150.84		
LANGE SIGN GROUP, INC. (119634)							
19583	1	Invoice	SIGN FOR CITY HALL	02/16/2014	1,269.00		01.13.820.00
Total LANGE SIGN GROUP, INC. (119634):					1,269.00		
LAWSON PRODUCTS, INC. (627)							
9302219618	1	Invoice	SUPPLIES	02/04/2014	662.76		20.25.652.02
Total LAWSON PRODUCTS, INC. (627):					662.76		
LEXISNEXIS RISK DATA MGMT. INC (376)							
1343164-201	1	Invoice	INVESTIGATIONS PROG	01/31/2014	32.50		01.21.652.03
Total LEXISNEXIS RISK DATA MGMT. INC (376):					32.50		
MOTOROLA SOLUTIONS - STARCOM (119812)							
1259312311	1	Invoice	STARCOM RADIO CHAR	02/15/2014	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
O'HERRON CO.INC., RAY (548)							
1407463	1	Invoice	TASER CARTRIDGES	02/13/2014	198.05		01.21.471.15
1407463	2	Invoice	UNIFORMS	02/13/2014	495.12		01.21.652.02
Total O'HERRON CO.INC., RAY (548):					693.17		
PETTY CASH/CITY HALL (161)							
021514	1	Invoice	POSTAGE	02/15/2014	5.19		01.46.549.01
021514	2	Invoice	TRAVEL REIMBURSEME	02/15/2014	8.43		01.11.562.00
021514	3	Invoice	JANITOR SUPPLIES	02/15/2014	29.00		01.13.654.00

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
021514	4	Invoice	OFFICE SUPPLIES	02/15/2014	2.11		01.13.651.02
021514	5	Invoice	TRAINING	02/15/2014	40.00		01.45.563.00
021514	6	Invoice	TICKET REIMBURSEMEN	02/15/2014	20.00		01.11.912.00
Total PETTY CASH/CITY HALL (161):					104.73		
PETTY CASH/POLICE DEPT. (163)							
022014	1	Invoice	POSTAGE	02/20/2014	8.50		01.21.551.00
022014	2	Invoice	MEAL/TRAINING	02/20/2014	25.07		01.21.562.00
022014	3	Invoice	WINDOW CLEANING	02/20/2014	5.00		01.21.549.00
Total PETTY CASH/POLICE DEPT. (163):					38.57		
QUILL CORP. (686)							
9369615	1	Invoice	OFFICE SUPPLES/ALL	02/06/2014	52.98		01.13.651.02
9558027	1	Invoice	DRAWER FOR RECEPTI	02/13/2014	129.99		01.13.820.00
Total QUILL CORP. (686):					182.97		
RUNDE CHEVROLET (420)							
300247	1	Invoice	2011 PICKUP	02/11/2014	278.10		01.41.613.04
Total RUNDE CHEVROLET (420):					278.10		
SBM (119936)							
186834	1	Invoice	FURNITURE	10/18/2013	1,382.13		01.13.820.00
199958	1	Invoice	FURNITURE	02/06/2014	7,943.07		01.13.820.00
199959	1	Invoice	FURNITURE	02/06/2014	1,946.05		01.13.820.00
Total SBM (119936):					11,271.25		
SLOAN IMPLEMENT (119196)							
5030817	1	Invoice	EQUIPMENT	02/06/2014	132.26		17.52.514.00
Total SLOAN IMPLEMENT (119196):					132.26		
STEPHENSON SERVICE CO. (119230)							
021514	1	Invoice	FUEL	02/15/2014	571.56		17.52.655.03
021514	2	Invoice	FUEL	02/15/2014	1,000.00		01.41.655.00
Total STEPHENSON SERVICE CO. (119230):					1,571.56		
TOTALFUNDS BY HASLER (119730)							
021514	1	Invoice	POSTAGE	02/15/2014	500.00		01.13.551.00
TOTALFUNDS BY HASLER (119730):					500.00		
ULINE (119955)							
56531047	1	Invoice	CHAIRS FOR NEW CLAS	02/03/2014	3,653.02		22.22.844.04
Total ULINE (119955):					3,653.02		
VALLEY PERENNIALS (118994)							
11335	1	Invoice	SYMPATHY FLOWERS	01/31/2014	25.00		01.21.549.00

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
11346	1	Invoice	SYMPATHY FLOWERS	02/10/2011	35.00		01.11.929.01
Total VALLEY PERENNIALS (118994):					60.00		
VANCAMP, JOY (119411)							
583556	1	Invoice	FRAMING OF ADDRESS	02/05/2014	210.00		01.13.820.00
583557	1	Invoice	FRAMING OF ADDRESS	02/14/2014	72.00		01.13.820.00
Total VANCAMP, JOY (119411):					282.00		
VERIZON WIRELESS (316)							
021514	1	Invoice	VERIZON JET PACK FOR	02/15/2014	76.02		01.21.652.03
Total VERIZON WIRELESS (316):					76.02		
W.S. DARLEY & CO. (119623)							
17122879	1	Invoice	BATTERY CONDITIONER	02/13/2014	805.26		22.22.655.00
Total W.S. DARLEY & CO. (119623):					805.26		
WAL-MART COMMUNITY (CC) (1258)							
021514	1	Invoice	MISC. SUPPLIES	02/15/2014	82.05		01.13.651.02
021514	2	Invoice	MISC. SUPPLIES	02/15/2014	175.44		01.21.513.06
021514	3	Invoice	MISC. SUPPLIES	02/15/2014	169.86		01.21.651.00
021514	4	Invoice	MISC. SUPPLIES	02/15/2014	104.97		01.41.613.10
021514	5	Invoice	MISC. SUPPLIES	02/15/2014	55.84		01.41.613.12
021514	6	Invoice	MISC. SUPPLIES	02/15/2014	16.96		01.41.613.15
021514	7	Invoice	MISC. SUPPLIES	02/15/2014	99.87		01.41.614.04
021514	8	Invoice	MISC. SUPPLIES	02/15/2014	53.05		01.41.652.00
Total WAL-MART COMMUNITY (CC) (1258):					758.04		
WEBER PAPER COMPANY (40)							
558788	1	Invoice	CLEANING SUPPLIES	02/20/2014	47.05		01.21.654.00
Total WEBER PAPER COMPANY (40):					47.05		
WEX BANK (CONNOCO) (119104)							
021514	1	Invoice	PUBLIC WORKS-GAS	02/15/2014	309.97		01.41.655.00
021514	2	Invoice	PARKS-GAS	02/15/2014	324.63		17.52.655.03
021514	3	Invoice	POLICE-GAS	02/15/2014	1,619.80		01.21.655.00
021514	4	Invoice	BUILDING-GAS	02/15/2014	52.36		01.46.655.00
021514	5	Invoice	FIRE-GAS	02/15/2014	81.85		22.22.655.00
021514	6	Invoice	PUBLIC WORKS-GAS	02/15/2014	68.72		01.41.655.00
021514	7	Invoice	POLICE-GAS	02/15/2014	68.72		01.21.655.00
Total WEX BANK (CONNOCO) (119104):					2,526.05		
WHITE, JUDY (1204)							
021514	1	Invoice	TURNER HALL JANITOR	02/15/2014	350.00		58.54.536.00
Total WHITE, JUDY (1204):					350.00		

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
WSG INC., DBA R & L GAS MART (119503)							
021014	1	Invoice	POLICE/GAS	02/10/2014	86.45		01.21.655.00
021514	1	Invoice	FUEL	02/15/2014	1,364.39		01.41.655.00
Total WSG INC., DBA R & L GAS MART (119503):					1,450.84		
Grand Totals:					79,213.23		

Report GL Period Summary

Vendor number hash: 4315666
 Vendor number hash - split: 6234932
 Total number of invoices: 67
 Total number of transactions: 108

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	79,213.23	79,213.23
Grand Totals:	79,213.23	79,213.23