



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, SEPTEMBER 8, 2014

6:30 P.M. – CITY HALL 101 GREEN STREET

ITEM	DESCRIPTION
14C-0344.	Call to Order by Presiding Officer
14C-0345.	Roll Call
14C-0346.	Establishment of Quorum
14C-0347.	Pledge of Allegiance
14C-0348.	Reports of Standing Committees
14C-0349.	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 CA14-17

ITEM	DESCRIPTION	PAGE
14C-0350.	Approval of the Minutes of the Regular City Council Meeting of August 25, 2014	4-8
14C-0351.	Approval of Budget Amendment BA15-02 for Emergency Repairs to Well #5	9-10

UNFINISHED BUSINESS

None.

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
14C-0352.	Discussion and Possible Action on the First Reading of an Ordinance to Permit Outdoor Entertainment in the Downtown Commercial District by Special Use Permit	11-19
14C-0353.	Discussion and Possible Action on Awarding Contracts for Turner Hall Improvements	20
14C-0354.	Discussion and Possible Action a Request by the Galena Area Chamber of Commerce to Renew the Building Lease for the Railroad Depot Through May 31, 2017	21-25
14C-0355.	Discussion and Possible Action on the Re-appointment of Kim Cook and James Baranski to the Zoning Board of Appeals for Terms Expiring July 1, 2019	26
14C-0356.	Discussion and Possible Action on the Re-appointment of Katie Wiene, Jack Dennerlein, and Larry Wiedenheft to the Historic Preservation Commission for Terms Expiring September 24, 2016	26
14C-0357.	Discussion and Possible Action on the Award of Contracts for the Police Department Remodeling Project	27-29
14C-0358.	Discussion and Possible Action on Awarding a Contract for Plan Review Services for the Prairie Ridge Project	30-34
14C-0359.	Warrants	35-40
14C-0360.	Alderspersons' Comments	
14C-0361.	City Administrator's Report	
14C-0362.	Mayor's Report	
14C-0363.	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-0364.	Discussion and Possible Action on Employee Hiring and Compensation	
14C-0365.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Historic Preservation Comm.	Thurs. September 18	6:30 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. September 10	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. September 22	6:30 P.M.	City Hall, 101 Green Street

Posted: Thursday, September 5, 2014 at 1:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 25 AUGUST 2014

14C-0328 – CALL TO ORDER

Mayor Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 101 Green Street on 25 August 2014.

14C-0329 – ROLL CALL

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

14C-0330 – ESTABLISHMENT OF QUORUM

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

14C-0331 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

14C-0332 - REPORTS OF STANDING COMMITTEES

Turner Hall Committee – Fach reported the Galena Foundation met last Friday and are on board with a grant for Turner Hall. Fach advised the timing on these improvements is proving to be kind of problematic in the way of storm windows. The Committee set out in the spring to make sure they were installed by winter. We are now in August and are just now making improvements to the wooden frames. It is the committee's hopes that we can order the storm windows and get them installed before winter. The Galena Foundation has \$78,000 they are holding from the Save Turner Hall Fund which could be used immediately. The Committee estimates the windows to be \$20,000 with \$10,000 of prep work for a total of \$30,000.

Fach stated, as for a bulk price to look at this project realistically with an addition, we are looking at \$1 million dollars. We aren't ready to deal with that. We are ready to deal with some of the features before any addition comes along. The total for all of that would be \$140,000 to \$150,000. The first \$78,000 would come from the Save Turner Hall Fund with the remaining balance being split 50/50 with the City and the Galena Foundation.

14C-0333 – PUBLIC COMMENTS

Dave Decker, 309 N. Pilot Knob Road, Director, Galena Art & Recreation Center – Decker explained their proposal to add fitness apparatus along the Galena River Trail.

CONSENT AGENDA CA14-16

14C-0334 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 11, 2014

Motion: Lincoln moved, seconded by Painter, to approve Consent Agenda CA14-16.

Discussion: None.

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

The motion carried.

NEW BUSINESS

14C-0335 – PRESENTATION OF VISITGALENA.ORG FISCAL YEAR 2015 OPERATING BUDGET

Chris Hamilton, Director of VisitGalena.org made a presentation on the VisitGalena Fiscal Year 2015 Operating Budget. The marketing budget has been increased by about \$20,000 this year. Salaries and benefits are about 34 percent of the budget.

Painter questioned what they were basing the lodging tax projections on. Hamilton stated they were mainly based on history. He noted there was a projected increase added to it.

Fach questioned what percentage the maximum carryover is. Lincoln advised it was 30 percent. Fach questioned what the carryover ended up being this year. Hamilton advised he has projected a carry over for the next budget which is 2 months operating expenses. This amount would be below the percentage stated in the agreement.

14C-00336 – DISCUSSION AND POSSIBLE ACTION ON GALENA RIVER FITNESS TRAIL PROPOSAL

Motion: Greene moved, seconded by Kieffer, to approve the proposal for the Galena River Trail, item 14C-0336.

Discussion: Greene advised Belmont, Wisconsin has had this type of equipment for several years and it gets quite a bit of use. It can be used by people of all ages.

Painter felt anything to increase fitness was a great idea. She questioned if the equipment was being placed in an area where it will be used and questioned if there was any programming in place to incorporate the use of the equipment. Decker advised they do have programs in place to educate and run classes out of the ARC. The hospital has shown an interest as well. The equipment is all about interval training. There will be a course set up that one can follow.

Painter questioned if they had talked to the schools to see if they might utilize the equipment. Decker advised as 7th and 8th grade football coach, it is intention of have an off season program that would utilize it.

Renner felt it was a great idea; however, he was concerned with the placement of the piece of equipment below the Gazette due to flood waters. He felt as they get into the project, they may want to place that one differently. Decker advised it will not be placed until the Canoe Park is complete. Midwest Medical Center has agreed to by that piece of equipment and it can be placed once the park is finished.

Fach voiced concern with the bars being low and black. He felt they could become a trip hazard.

Lincoln questioned once they are purchased and placed on City property would they become the responsibility of the City? Decker advised they would; however, they would be pretty much maintenance free.

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

The motion carried.

14C-00337 – DISCUSSION AND POSSIBLE ACTION ON STREET CLOSURES AND PARKING RESTRICTIONS FOR THE 2014 HALLOWEEN PARADE, SATURDAY, OCTOBER 25, 2014

Motion: Painter moved, seconded by Bernstein, to approve the street closures and parking restrictions for the 2014 Halloween Parade, Saturday, October 25, 2014, item 14C-0337.

Discussion: This will be the same as last year.

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

The motion carried.

14C-00338 – DISCUSSION AND POSSIBLE ACTION ON ZONING CALENDAR NO. 14A-02, AN APPLICATION BY THE CITY OF GALENA FOR A TEXT AMENDMENT TO PERMIT OUTDOOR ENTERTAINMENT IN THE DOWNTOWN COMMERCIAL DISTRICT BY SPECIAL USE PERMIT

Motion: Lincoln moved, seconded by Painter, to approve Zoning Calendar No. 14A.02, an application by the City of Galena for a text amendment to permit outdoor entertainment in the Downtown Commercial District by Special Use Permit.

Discussion: Lincoln feels this can be easily monitored and any problems could be easily corrected. He feels it will be nice for locals and visitors.

Oldenburg advised the decibel restriction was based on the restrictions outlined in the Street Performers license.

Painter questioned if a keyboard could be allowed. She advised it is electronic and is amplified but it wouldn't be excessive. Oldenburg advised it was not specifically addressed. The language was taken from the Street Performers ordinance which doesn't allow for amplification or speakers of any kind. He felt it will really come down to decibel level.

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

The motion carried.

14C-0339 – WARRANTS

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

Discussion: Bernstein questioned what the bill to Creative Masonry for inlet repairs was for. Moran advised these were repairs to catch basins along the curb on Hill Street.

Bernstein questioned what the bill for \$43,000 was for to MNS Construction. Moran advised it was for the Fire Department Training Facility.

Bernstein questioned the purchase of deck chairs. Moran advised these are for the pool. Staff purchases them at the end of the season when they are on sale.

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

The motion carried.

14C-0340 – ALDERPERSONS' COMMENTS

Thank You – Bernstein thanked Matt Oldenburg for his work on the new ordinance. She feels it will be one we will be able to live with.

Halloween Parade – Bernstein stated she would encourage the Chamber of Commerce to discourage participants in the parade from throwing candy and encourage them to distribute candy by walking down the street and handing it out rather than throwing it out.

Thank You – Painter thanked the Midwest Medical Center and the Galena Art and Recreation Center for the new fitness activities. She feels it will be a great addition.

VisitGalena – Painter advised she appreciates having the VisitGalena budget. She is looking forward to the day of a merger so we can see even more dollars put towards marketing in a bigger way.

Sidewalks – Lincoln noted the sidewalks on Main and Commerce Street as well as the crosswalks need to be addressed. He has noticed some blacktop has been placed in the cracks on the sidewalks on Commerce Street. He hopes the City would discourage the use of cold patch and go with some other appropriate patch work. He would like to see a bit more done as they are getting worse in different spots.

NICOR – Lincoln questioned if we know when NICOR is coming into town to do repairs. Moran advised we receive J.U.L.I.E. locates via email provided they call in for a locate.

Lincoln advised NICOR was called in on Saturday for a ruptured gas line. The response time was 3 hours. He questioned if there was any way we can insure either better education from them or insure us better or quicker response times. He felt 3 hours was too long to wait for something of this magnitude.

Downtown Entertainment – Kieffer stated he is glad the City is moving ahead on the entertainment for downtown.

Information – Fach advised he has been talking to people in the village of Tiburon, California. The Chamber of Commerce there has arranged a deal with the restaurants whereby every month one Friday of the month they close down a section of Main Street and all of the restaurants come out with tables and chairs and set up for serving outside on the street. They usually have some type of theme along with a music venue and it runs from 6:00 p.m. to 9:00 p.m.

Medical Marijuana - He feels the City should follow what is happening with legislation on this issue.

14C-0341 – CITY ADMINISTRATOR’S REPORT

Medical Marijuana – Moran advised there is an application before the County for a growing facility at the Savanna Army Depot.

Gateway Park – Grand Opening is set for Sunday, September 7, 2014 from 2:00 – 4:00 p.m. The ribbon cutting will take place about 2:15.

14C-0342 – MAYOR’S REPORT

Parades/Candy – Renner advised the application for the parade does recommend handing out candy vs. throwing candy. If just needs to be enforced a little bit better. Renner advised staff is looking at a better plan for barricades for the Halloween parade.

Sidewalks – Staff has been discussing the sidewalks. This is something the City Council will have to move on. It will cost money sometime down the road.

14C-0343 - ADJOURNMENT

Motion: Fach moved, seconded by Kieffer to adjourn.

Regular Board Meeting

25 August 2014

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:14 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

City of Galena, Illinois

Budget Amendment No. 15-02

Fiscal Year 2014-15



Line Item Title	Line Item No.	Beginning Balance	Increase	Decrease	Ending Balance
Water Equipment Replacement Fund	51.42.852.00	\$ -	\$ 28,500		\$ 28,500

Justification:

This budget amendment includes the following proposed change to the current budget:

1. The proposed amendment would add to the expense budget for the Water Fund in order to cover costs associated with an emergency repair to Well #5. The costs include the parts and labor to replace the motor on the well pump and the installation of new well casing. The repairs were reported to the city council at the August 11, 2014 council meeting. The funds for the expense will be added to the budget from the Water Fund savings. The expected year-end balance prior to this expense was \$1,036,466.

Effect of Budget Amendment on Budget:

Fund	Approved Budget	Budget After Previous Amendments	Budget After Proposed Amendment
General Fund Revenues	\$ 3,357,160	\$ 3,357,160	\$ 3,357,160
General Fund Expenses	\$ 3,637,160	\$ 3,674,315	\$ 3,674,315
General Fund Total	\$ (280,000)	\$ (317,155)	\$ (317,155)
Other Fund Revenues	\$ 5,122,020	\$ 5,122,020	\$ 5,122,020
Other Fund Expenses	\$ 5,833,920	\$ 5,871,420	\$ 5,899,920
Other Fund Total	\$ (711,900)	\$ (749,400)	\$ (777,900)
Total Budget Surplus/(Deficit)	\$ (991,900)	\$ (1,066,555)	\$ (1,095,055)

Approved by City Council on _____

Mark Moran
Budget Officer

MEMORANDUM

TO: Honorable Mayor Renner, City Council and City Administrator

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: August 20, 2014

RE: Cal. No. 14A-02, Applicant: City of Galena – 101 Green Street Galena, IL 61036. Request for Text Amendment to Table §154.403.1 *Permitted Land Uses* and Section §154.406 (K)(10) *Outdoor Entertainment* to allow Outdoor Entertainment as an accessory commercial land use, by Special Use Permit only, in the Downtown Commercial District and to append regulations to Outdoor Entertainment land use regulations for the DC District.

Project Summary:

This amendment to the Zoning Ordinance is initiated by request from the City Council. A proposal was presented to the Council on July 14, 2014 at their regular meeting. They reviewed the proposal and asked the Zoning Administrator to proceed with the Text Amendment process.

The amendment is an opportunity for this type of activity given to downtown business owners while giving consideration to people who reside in the vicinity. This would be considered an accessory commercial land use, serving as accessory to a permitted principal commercial land use. Adding this land use to the Downtown Commercial District, by Special Use Permit only, will allow the Zoning Board of Appeals to give consideration to the specific location of the request and its proximity to adjacent properties and their uses. This case-by-case approach is defensive in nature and will also give adjacent property owners the opportunity to be heard at a public hearing.

The appended regulation in the detailed land use descriptions and regulations was taken from similar regulation with downtown street performers (§110.39) regarding sound devices and noise levels. The time frame for performances differs slightly from street performers by allowing outdoor entertainment until 10:00 PM rather than 8:00 PM.

At their regular meeting on August 13, 2014, the Zoning Board of Appeals approved a positive recommendation to the Council to approve the Text Amendment as proposed.

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-02

APPLICATION BY: City of Galena – 101 Green Street, Galena, IL 61036

FOR: Request for Text Amendment to Table §154.403.1 *Permitted Land Uses* and Section §154.406 (K)(10) *Outdoor Entertainment* to allow Outdoor Entertainment as an accessory commercial land use, by Special Use Permit only, in the Downtown Commercial District and to append regulations to Outdoor Entertainment land use regulations for the DC District.

PROCEDURES

Pursuant to law, a public hearing was held by the Galena Zoning Board of Appeals regarding this matter on August 13, 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 Table 154.403.1 and Section §154.406 (K)(10) to allow Outdoor Entertainment as an accessory commercial land use, by Special Use Permit only, in the Downtown Commercial District and to append regulations to Outdoor Entertainment land use regulations for the DC District.

The current ordinance allows this type of use by right in General Commercial District and by Special Use Permit in Planned Commercial District. Additional regulation for use in Downtown Commercial District would further restrict the allowable noise level and time period for the use.

PUBLIC SUPPORT AND/OR OBJECTIONS

No one from the public was present to speak in favor of, or in opposition to, the request.

APPLICABLE SECTIONS OF THE ZONING ORDINANCE

- Article 4, Table 154.403.1 regulates henceforth the locations of Outdoor Entertainment to specific zoning districts
- Article 4, Section §154.406 (K)(10) set henceforth the regulations for Outdoor Entertainment
- 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) Whether the existing text or zoning designation was in error at the time of adoption; *ZBA does not believe it was specifically considered at 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.; *ZBA agrees that there has been a change of character in the District that would warrant approval of the Text Amendment.*

(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; *There are potential properties in the Downtown Commercial District that could meet the regulation criteria and not have an excessively adverse impact on surrounding properties. The Special Use Permit would allow the ZBA to make decisions on a case-by-case basis when considering these effects.*

(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; *This amendment is in conformance with the goals of the Comprehensive Plan by providing cultural experience and contributing to our tourism base.*

(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; *Not applicable*

(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; *Some properties could be compliant with this type of land use / activity in the Downtown Commercial District.*

(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. *This entertainment use can benefit the community by providing cultural experience to tourists which creates return visits, thereby creating*

residual benefits to the local economy. It is also restrictive enough to minimize negative impact on nearby residents regarding nuisances.

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.

PASSED AND APPROVED this 13th day of August, A.D. 2014, by the Galena Zoning Board of Appeals by a vote of 5 ayes, 2 nays, 0 absent, 0 abstain, 0 recused.

John Rosenthal, Chairperson

AN ORDINANCE AMENDING ARTICLE 4, TABLE 154.403.1 – PERMITTED LAND USES AND SECTION §154.406 – DETAILED LAND USE DESCRIPTIONS 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 of the City of Galena Zoning Code, is hereby amended as follows:

- *(Additions are shown as underlined, highlighted and bold)*

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 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	<u>S</u>				(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

SECTION II: Section §154.406 (K)(10) – Accessory Commercial Land Uses of the City of Galena Zoning Code, is hereby amended as follows:

- *(Additions are shown as underlined)*

(K) Accessory Commercial Land Uses

(10) ***Outdoor entertainment.*** These accessory land uses include a variety of entertainment uses, such as volleyball courts, horseshoe pits, and music stages, where the area of such uses does not exceed 15% of the floor area of the principal use.

(a) *Regulations:*

1. Activity areas shall not be located closer than 100 feet to a residentially zoned property.
2. Facility shall provide a Type IV bufferyard along all borders of the property abutting residentially zoned property, as specified in § [154.605](#).
3. Outdoor entertainment uses shall comply with all other city and state regulations regarding such uses, including, but not limited to, those dealing with noise and lighting.
4. Outdoor musical entertainment in Downtown Commercial District shall also be in compliance with the following:
 - a. Performing is limited to 10:00 am. to 10:00 p.m.
 - b. No performer shall utilize any speaker, microphone or mechanical amplification device.
 - c. No performer shall generate any sound by any means so that the sound is louder than 70 decibels (70dB) on the Capital A Scale of an ANSI approved sound level meter measured at a distance of 50 feet or more, either horizontally or vertically from the point of generation.

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

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

SECTION VII: Passed on the ___th day of _____, A.D., 201__, in open Council.

AYES:

NAYS:

ATTEST:

TERRY RENNER, MAYOR

MARY BETH HYDE, CITY CLERK

CITY OF GALENA, ILLINOIS



OFFICIAL SEAL
MARY BETH HYDE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/2017

Request for Amendment to Zoning Ordinance

Request Details:

Name of Applicant: City of Galena Phone #: 815-777-1050

Address of Applicant: 101 Green Street

List land and/or property uses that this proposal would affect: Entire City of Galena

General describe the amendment being sought (attach additional pages if necessary): Allow Outdoor Entertainment as an accessory commercial land use only by Special Use Permit in Downtown Commercial District.

Specifically describe the proposed amendment word for word (attach additional pages if necessary): See attached

Explain why the amendment is being sought in terms of public need, health, safety, and/or general welfare (attach additional pages if necessary): Initiated by the City Council after their regular meeting on July 14, 2014.

Council discussion is that if acoustical and further regulated, local businesses could benefit from this type of accessory land use by providing local cultural experience to our visitors, thereby developing return visits and adding to economy.



[Signature]
Applicant's Signature 7/18/14
Date

Mary Beth Hyde
Notary's Signature 7/18/14
Date

My commission expires: 7/3/17

For Office Use Only:

Date Filed: 7/18 Amendment Calendar #: _____

Fee Paid: N/A Receipt #: N/A Amount \$: N/A Date: N/A

Date set for public hearing: 8/13/14 Date hearing held: 8/13/14

Date of published notice: 7/23/14 Newspaper: GAZETTE

Name of municipality where published: GALENA, IL

Action by zoning board on amendment request: _____

Comments: _____

TURNER HALL IMPROVEMENT PLAN: PROJECT BUDGET

NO.	FISCAL YEAR	ACTIVITY	Contractor	ESTIMATED COST	CONTRACT AMOUNT	ACTUAL AMOUNT	BUDGET SOURCE		
							CITY OF GALENA	GALENA FOUNDATION	OTHERS
1	14	Code compliance evaluation (exiting, sprinklers, fire escapes)	Adam Johnson Architecture	NA	\$3,000	\$1,000	\$1,000	\$0	\$0
2	14	Design and plans for "Kitchen Addition," including cost estimates	Adam Johnson Architecture	NA	\$14,000	\$10,000	\$10,000	\$0	\$0
FY 2013-14 TOTAL					\$17,000	\$11,000	\$11,000	\$0	\$0

NO.	FISCAL YEAR	ACTIVITY	Contractor	ESTIMATED COST	CONTRACT AMOUNT	ACTUAL AMOUNT	BUDGET SOURCE		
							CITY OF GALENA	GALENA FOUNDATION	OTHERS
1	14	Code compliance evaluation (exiting, sprinklers, fire escapes)	Adam Johnson Architecture	NA	\$3,000	\$1,000	\$1,000		
2	14	Design and plans for "Kitchen Addition," including cost estimates	Adam Johnson Architecture	NA	\$14,000	\$4,000	\$4,000		
3	15	Air conditioning of lighting room	Top Notch Heating and AC	NA	\$2,715	\$2,715	\$2,715	\$0	\$0
4	15	WiFi installation	Sand Prairie Wireless	NA	\$750	\$750	\$750	\$0	\$0
5	15	Remote monitoring and operation of HVAC	Top Notch Heating and AC	NA	\$915	\$915	\$915	\$0	\$0
6	15	Window maintenance in preparation for addition of storm windows	White Construction	NA	\$10,175	\$5,088	\$5,088		\$0
7	15	Rear wall excavation and waterproofing	Ben Wiene Construction	NA	\$8,000	\$4,000	\$4,000		\$0
8	15	Replace exterior doors, fire escapes and sidewalks	White Construction	NA	\$105,000	\$13,500	\$91,500		\$0
9	15	Repair sprinkler system	NA	NA	\$14,000	\$7,000	\$7,000		\$0
FY 2014-15 TOTAL					\$141,555	\$9,380	\$38,968	\$107,588	\$0

NO.	FISCAL YEAR	ACTIVITY	Contractor	ESTIMATED COST	CONTRACT AMOUNT	ACTUAL AMOUNT	BUDGET SOURCE		
							CITY OF GALENA	GALENA FOUNDATION	OTHERS
10	16	Fabricate and install storm windows	Dubuque Door and Sash	\$20,000	NA		\$10,000	\$10,000	\$0
FY 2015-16 TOTAL				\$20,000	\$0	\$0	\$10,000	\$10,000	\$0

NO.	FISCAL YEAR	ACTIVITY	Contractor	ESTIMATED COST	CONTRACT AMOUNT	ACTUAL AMOUNT	BUDGET SOURCE		
							CITY OF GALENA	GALENA FOUNDATION	OTHERS
11	17	Building addition and remodel with kitchen, bathrooms and storage	NA	\$1,000,000	NA		\$0	\$500,000	\$500,000
FY 2016-17 TOTAL				\$1,000,000	\$0	\$0	\$0	\$500,000	\$500,000

NO.	FISCAL YEAR	ACTIVITY	Contractor	ESTIMATED COST	CONTRACT AMOUNT	ACTUAL AMOUNT	BUDGET SOURCE		
							CITY OF GALENA	GALENA FOUNDATION	OTHERS
PROJECT TOTAL					\$158,555	\$20,380	\$59,968	\$617,588	\$500,000

Notes:

Project No. 9 includes a \$78,000 contribution from the Galena Foundation (from the Save Turner Hall Fund)



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: August 29, 2014

RE: Railroad Depot Lease with Chamber

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

The Galena Area Chamber of Commerce has requested the extension of their lease of the Railroad Depot. Their request follows an announcement by the Galena-Jo Daviess County Convention and Visitors Bureau that the agency plans to vacate the building when their sublease expires November 30. The Chamber believes that having the lease in place with the City will help them secure a new tenant.

The current lease between the Chamber and the City is set to expire April 30, 2015. The Chamber would like to renew the lease through April of 2017.

I am attaching the current lease for your review. I recommend you consider the following modifications:

- Possibly remove the thirty-minute public parking requirement in Paragraph 1. The short term parking was for visitors to the welcome center.
- Update the term of the lease in Paragraph 2.
- Remove the reference to the CVB in Paragraph 12.

Please notice in Paragraph 12 that any new subtenant must be approved by the City prior to leasing. The Chamber plans to present any new tenant(s) to the city council for approval.

Please let me know if you have any questions. Thank you.

DEPOT BUILDING LEASE: 2013-2015

THIS AGREEMENT, made this 1st day of May 2013, between the **CITY OF GALENA**, hereinafter referred to as the "City", and the **GALENA AREA CHAMBER OF COMMERCE**, hereinafter referred to as the "Chamber",

1. **LEASED PREMISES:** The City does hereby lease to the Chamber the entire premises located at 101 Bouthiller St., Galena, Illinois, commonly known as the Old Train Depot (hereinafter, the "Leased Premises"). The use and occupancy by the Chamber of the Leased Premises shall also include use of the parking lot adjacent to the building for Depot employee parking during business hours, and for free 30-minute parking for the general public between 9:00 a.m. and 5:00 p.m. The lot shall be available to the general public for free parking during all other hours.
2. **TERM:** The use of the Leased Premises shall be from May 1, 2013 until April 30, 2015.
3. **RENT:** The Chamber agrees to pay the City rent of One Dollar (\$1.00) per year during the term of this lease for occupancy of the Leased Premises. Said rent shall be due and payable not later than June 1 of each year.
4. **USE OF PREMISES:** The Chamber shall use the premises for the purpose of operating the Galena Area Chamber of Commerce, and all other operations incident thereto, including but not limited to, Chamber offices and administration. The Chamber and the City further agree that in the event passenger train service is reinstated, that the Chamber's use of the Leased Premises, including any sublease, shall be modified so as to accommodate such passenger rail service. The parties agree that the City shall give the Chamber notice of such train reinstatement at least 90 days prior to any modification of the Chamber's use of the Leased Premises under this section.
5. **FIXTURES AND ALTERATIONS:** The Chamber 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, the Chamber shall supply to the City plans and specifications for such work, and obtain written approval from the City, which approval shall not be unreasonably withheld.
6. **ITEMS INSTALLED BY CHAMBER:** All additions and improvements made by the City, or made by the City on the Chamber's behalf by agreement under this Lease, shall remain the property of the City for the term of this Agreement, or any extension or renewal thereof. Upon expiration of this Lease, or any renewal term thereof, the Chamber shall remove all decorations and restore the Leased Premises to its condition at the time of the original occupancy, ordinary wear and tear excepted. Alterations and improvements made on the Leased Premises shall become the property of the City and shall remain thereon and be surrendered with such premises at the termination of the tenancy.
7. **MAINTENANCE:** The Chamber shall keep the Leased Premises in good maintenance and appearance. Janitorial services, the planting, mulching and weeding of the flower beds on the premises, and minor repairs to the premises necessitated by ordinary wear and tear shall be the obligation and expense of the Chamber. All preventive maintenance, routine

maintenance, and minor repairs to the heating, plumbing and air conditioning systems shall be the obligation and expense of the Chamber. The total cost to the Chamber for such maintenance and minor repairs shall not exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in any lease year. Any maintenance or repair expenses exceeding \$1,500 in sum in any lease year and the actual cost of any major repairs to the heating, plumbing, or air conditioning systems shall be the expense of the City. The City will be responsible for snow removal in the parking lot, grass mowing, and major repairs and capital improvements of the Leased Premises including, but not limited to, major repairs to the heating, plumbing and air conditioning systems of the Leased Premises, as well as to the roof, walls, sidewalks and parking lot of such premises. A lease year shall begin on May 1 of the lease year and shall end on April 30 of the following year. The Chamber shall promptly notify the City of any major structural problems or defects in the Leased Premises that may require repair. Should the City at any time be unable or unwilling to make such major repairs or resolve such structural defects so as to make the premises a danger to occupants or not reasonable useable for the intended use set forth above, this lease may be terminated by either party with ninety (90) days notice.

8. SURRENDER OF PREMISES: At the expiration of the lease term, the Chamber shall surrender the Leased Premises in the same condition as such premises were upon delivery of possession thereto, reasonable wear and tear excepted, and damage caused by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to the City.
9. INSURANCE: Each of the Chamber and the City shall keep in full force and effect not less than \$1,000,000 of legal liability insurance for the Leased Premises.
10. INDEMNIFICATION: The Chamber shall indemnify the City and save the City 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 Leased Premises, occasioned wholly or in part by a negligent act or omission of the Chamber. In case the City shall be made a party to any litigation commenced by or against the Chamber, or against the City, in furtherance of the interests of the Chamber, then the Chamber shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation; provided, however, that the Chamber shall not be required to so indemnify the City if such action is brought by the Chamber against the City. The Chamber shall also pay all costs, expenses and reasonable attorneys' that may be incurred or paid by the City in enforcing the covenants and agreements in this Lease.
11. UTILITIES: The Chamber shall be solely responsible for all utility and service charges, including but not limited to those for heat, gas, electricity, phone, internet and pest control used or consumed on the Leased Premises.
12. ASSIGNMENT AND SUB-LETTING: The City and Chamber acknowledge that the Jo Daviess County Convention & Visitors Bureau (CVB) may occupy a portion of the Leased Premises pursuant to a sublease or agreement between the Chamber and CVB. The Chamber agrees that the portion of the Leased Premises subleased during the term of this Lease shall not be less than the entire ground level space, including the two large public rooms, two restrooms,

two small staff rooms and the utility/storage room. With the exception of the sublease or agreement with the CVB, the Chamber agrees not to assign this Lease, in whole or in part, nor sub-let all or any part of the Leased Premises, without prior written consent of the City, which consent shall not be unreasonably withheld.

13. WASTE OR NUISANCE: The Chamber shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or any other act or thing which may disturb the quiet enjoyment of any person within five hundred feet of the Leased Premises.
14. GOVERNMENTAL REGULATIONS: The Chamber shall, at the Chamber's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereinafter be in force, pertaining to the Leased Premises and the use of such premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances, and all state and federal statutes now, or which may hereinafter be, in force; *provided, that*, the Chamber 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 Chamber's occupancy and were not caused to exist by Chamber modifications after such occupancy.
15. DESTRUCTION OF PREMISES: If the Leased 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 Chamber's contents and the contents of any authorized sublessee in the Leased Premises at the time of the destruction, shall be applied to the repair, reconstruction and renovation of the Leased Premises.
16. WAIVER: Waiver by either party 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 Lease shall be deemed to have been waived by either party, unless such waiver be in writing and executed by the party against whom such waiver is asserted.
17. ENTIRE AGREEMENT: This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the parties concerning the Leased 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 Lease shall be binding upon either party unless reduced to writing and signed by both.
18. Any notice, demand, request or other instrument which may be required to be given under this Lease 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 Chamber in care of its then acting administrator.
19. OPTION TO RENEW: Provided that the Chamber has met the conditions of this Lease and performed the covenants contained herein, the City will consider and not unreasonably deny

the renewal of the Lease for a period of not less than one year. The Chamber must provide notice of its intent to exercise this option in writing to the City Administrator ninety days prior to its desire to renew this Lease. The consideration for occupancy for use of the Leased 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 Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and enforced to the fullest extent permitted by law.

21. GOVERNING LAW: This Lease and the terms and conditions hereof shall be governed by the Laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

LANDLORD:

TENANTS:

CITY OF GALENA, a Municipal Corporation

GALENA AREA CHAMBER OF COMMERCE

BY: Terry Renner

BY: Katie M. Murphy

DATE: May 1, 2013

DATE: 5/21/2013

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: August 29, 2014

RE: Committee Appointments

Terms have expired for two of our Zoning Board of Appeals members and are close to expiring for three of our Historic Preservation Commission members. Each member has expressed a willingness to serve for another term. Mayor Renner submits the following individuals for your consideration.

Table 1. Zoning Board of Appeals

Member	Current Term Expires	Renewal Term Expires
Kim Cook	July 31, 2014	July 31, 2019
James Baranski	July 31, 2014	July 31, 2019

Table 2. Historic Preservation Commission

Member	Current Term Expires	Renewal Term Expires
Katie Wiene	September 24, 2014	September 24, 2016
Jack Dennerlein	September 24, 2014	September 24, 2016
Larry Wiedenheft	September 24, 2014	September 24, 2016



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator *mm*

DATE: September 4, 2014

RE: Police Department Remodeling Bids

Three bids for the general construction of the Police Department Remodeling Project were received and opened on September 3. I am writing to transmit the bid results, other costs outside of the general construction bid, and the estimated total project cost.

The low base bid for the general construction was Bockelman, Skrine, Inc. at \$299,498. A summary of the base bids and three alternates for each of the three contractors is shown in Table 1.

Table 1. Police Department Remodeling Bid Summary

Project Element	Bockelman Skrine, Inc.	Montgomery Timmerman	Tricon Construction
Base Bid	\$299,498	\$ 346,468	\$394,000
Alternate 1 (underlayment for carpet squares)	\$5,700	\$7,500	\$11,600
Alternate 2 (rolled carpet instead of squares)	\$-7,000	\$-8,985	\$-2,500
Alternate 3 (backup power generator)	\$43,000	\$25,600	\$26,000

Our staff is in the process of checking references for Bockelman Skrine, Inc. and expects to have more information in time for the council meeting.

Other project elements not included in the general construction bid include: furniture, window treatments, interrogation room audio/visual system, security camera system, training/conference room audio/visual system, computer networking, building signs, and architectural/construction observation fees. A summary of all of the known project costs is shown in Addendum A. Assuming the acceptance of the low base bid and Alternate 1, the total project cost would be \$401,750.

When the project scope was last discussed by the city council in April, the estimated project cost was \$341,400. This cost did not include any work on the lower level. The current plan includes a basic remodel of the lower level to include locker rooms and a basic booking room.

New LED lighting has also been added to the second level as the existing lighting could not be transferred to the planned suspended ceiling.

The current budget includes \$300,000 for the project. In order to proceed with the full project, the council would have to be prepared to amend the budget to cover the total cost of \$401,750. If the project were fully funded the projected year-end fund balance for the General Fund would be \$1,791,421 or 47% of annual operating expenses. Our Fund Balance Policy recommends a minimum of 40% in reserve.

Under the current plan, all of the existing furniture in the building would be replaced with new furniture. If you choose to proceed with the remodeling project, I request permission to sell the existing furniture. I would attempt to obtain at least two bids for the sale and removal and would return to the council on September 22 with the details and an ordinance declaring the property surplus. Any revenue from the sale could be used to offset project costs.

Please let me know if you have any questions. Thank you.

Addendum A. Police Department Remodeling Project Costs

Item	Firm	Cost
Professional Services		
Design Development	Baranski, Hammer, Moretta, & Sheehy	\$1,500
Construction Documents	Baranski, Hammer, Moretta, & Sheehy	\$11,000
Construction Observation	Baranski, Hammer, Moretta, & Sheehy	\$5,600
General Construction Contract		
Base Bid	Bockelman Skrine, Inc.	\$299,498
Alternate 1 (Underlayment for Carpet Squares)	Bockelman Skrine, Inc.	\$5,700
Alternate 2 (Rolled Carpet)		Omit
Alternate 3 (Generator)		Omit
Furniture and Fixtures		
General Office Furniture	SBM Office Equipment (current vendor)	\$52,290
Lockers	Salsbury Industries (low bid)	\$5,575
Window Treatments (40+ windows)	Vignettes (current vendor)	\$7,360
Other		
Interogation Video System	Globalcom Technologies (low bid)	\$3,575
Security System Cameras	Globalcom Technologies (low bid)	\$2,915
Training/Conference Room Electronics	Globalcom Technologies (low bid)	\$1,295
Computer Network (estimate)	Wizard Computer (current vendor)	\$2,500
Building Signs	Lange Signs (current vendor)	\$2,936
TOTAL PROJECT COST		\$401,744

Notes:

General Fund projected year-end balance after Police Department Remodel expenses	\$1,791,421
Projected year-end fund balance for all funds	\$6,124,053



September 4, 2014

Mark Moran
City Administrator
City of Galena
312½ N. Main Street
Galena, Illinois 61036

Re: Plan Review Services – Proposal / Letter of Agreement

Dear Mark,

In accordance with our recent discussions, I submit the following Proposal / Letter of Agreement for plan review services for the Prairie Ridge Senior Housing project.

SCOPE OF PROFESSIONAL SERVICES

Baranski Hammer Moretta & Sheehy (BHMS) will review the Prairie Ridge Senior Housing construction drawings for compliance with the following applicable codes:

- 2012 International Building Code
 - 2012 International Mechanical Code
 - Illinois State Plumbing Code
 - 2012 National Electric Code
 - Illinois Accessibility Code – Latest Edition
 - 2012 International Fire Code
 - 2012 International Energy Conservation Code
 - 2012 International Fuel Gas Code
 - 2012 NFPA Life Safety Code
-
- Upon completion of the plan review, BHMS will prepare plan review comments in a report outlining the compliance or non-compliance of the construction drawings with the applicable codes.
 - BHMS will conduct a second review after the applicant has re-submitted the corrected construction drawings. BHMS will also prepare a plan review report for the corrected drawings.

COMPENSATION

BHMS will conduct the services described herein for \$100/hour. We estimate that the total fee will be **\$12,000.00** based on an effort of 120 hours.

Prairie Ridge Senior Housing Plan Review
September 4, 2014
Page 2

REIMBURSABLE EXPENSES

In addition to BHMS's fees for Professional Services, BHMS shall invoice The City of Galena at BHMS's direct cost for Duplication, Printing and Postage Costs incurred in connection with the Project.

PAYMENTS

Invoices for Basic and Additional Services and Reimbursable Expenses shall be rendered on the last day of each month. All invoices rendered by BHMS shall be due fifteen (15) days after they are rendered. All past due amounts shall bear interest at the rate of 1-1/2% per month (not exceeding the maximum rate allowed by law).

AGREEMENT

This Agreement, in order of precedence, is comprised of: (1) this Letter of Agreement, and (2) the attached Standard Terms and Conditions, which are incorporated by this reference.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Robert J. Hammer, A.I.A.
Baranski Hammer Moretta & Sheehy

Accepted By: _____
Signature Date

STANDARD TERMS AND CONDITIONS

ARTICLE 1

ADDITIONAL SERVICES

- 1.1 Changes in scope of the project
- 1.2 Revisions to documents when they are inconsistent with approvals or instructions previously given by the Owner or his consultants
- 1.3 Preparing revisions to drawings, specifications and other documentation in connection with Owner/Contractor directed Change Orders and Construction Change Directives.
- 1.4 Providing services in connection with evaluating substitutions proposed by Contractors and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
- 1.5 Revisions due to changes in code, laws, regulations or interpretation subsequent to preparation of documents.
- 1.6 All other services not specifically included in Architectural Services – Letter of Agreement.

ARTICLE 2

DIRECT (REIMBURSABLE) EXPENSES

- 2.1 Direct (Reimbursable) Expenses include actual expenditures by BHMS in the interest of the Project such as, without limitation: Consultants, cost of reproductions, facsimile transmissions, postage and delivery charges.

ARTICLE 3

INVOICES AND PROFESSIONAL FEES

- 3.1 Interest at 1.5% per month (but not exceeding the maximum rate allowed by law) will be payable on all amounts not paid within 15 days. Payments thereafter shall be applied first to accrued interest and then to unpaid principal.

ARTICLE 4

RISK ALLOCATION

- 4.1 Neither the Architect, its consultants, nor their agents or employees shall be jointly, severally, or individually liable in the aggregate to the Owner, its successors, privies and assigns, in excess of the compensation to be paid for Basic and Additional Services pursuant to this Agreement or \$15,000, whichever is greater, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong. This limitation of liability shall apply to Owner's claims for damages as well as Owner's claims for contribution and indemnification with respect to third-party claims.
- 4.2 In return for Architect providing professional services on this project, Client agrees that neither Architect nor its consultants, agents, or employees shall be jointly, severally, or individually liable to Client for any claims made by, through, or under Client except where it is determined that the cost, loss, or damage is solely caused by the negligence or willful misconduct of the Architect.

Standard Terms and Conditions
Page 2 of 2

- 4.3 The Architect shall not have control over or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under their respective Contracts.

ARTICLE 5

PROFESSIONAL STANDARDS

- 5.1 BHMS shall perform its services with the usual thoroughness and competence of the architectural profession, in accordance with the standard for professional services at the time and location those services are rendered. Except for this obligation, no warranty or guarantee of performance is intended in connection with BHMS's services under this Agreement or otherwise.

ARTICLE 6

SCHEDULE

- 6.1 BHMS shall have no responsibility for delays which are beyond its reasonable control

ARTICLE 7

MISCELLANEOUS

- 7.1 Ownership and Use of Documents: The drawings, specifications and reproduction thereof, whether produced manually or on CADD, are instruments of service, and shall remain the property of BHMS. Documents produced by BHMS under this agreement are not to be used without BHMS's participation or after BHMS's services are concluded or for any other purpose or project, without the express consent of BHMS in writing which may be conditioned on compensation and release of liability to BHMS. BHMS shall have the right to photograph the completed project for use in its own promotional materials.
- 7.2 Mediation: Owner and Architect agree that any claim related to the Letter of Agreement or the services provided under the Letter of Agreement shall be subject to mediation prior to the initiation of any legal action. Owner further agrees that this requirement of the mediation of claims shall be included in the bylaws of the Common Interest Ownership Association such that the Association and any member of the Association shall be required to first submit any claim against the Architect to mediation under the rules of the American Arbitration Association in effect at the time of the claim.
- 7.3 Termination of Agreement: This agreement may be terminated by either party upon 7 day's written notice to the other party in the event of substantial failure of performance of such other party, or if the project should be abandoned in whole or part for more than 3 months or indefinitely postponed, or for Owner's convenience. In the event of such termination, all terms and charges for actual work completed prior to the effective date of termination shall be paid, plus reasonable termination expenses, if any.



Robert J. Hammer, AIA

Principal

Bob Hammer joined Baranski Hammer Moretta & Sheehy in 2005 after working for the Village of Glenview as a code official and before that as an associate principal for the Northbrook based architectural firm of SAS Architects & Planners. He has been directly responsible for the documentation and construction administration of numerous large-scale commercial, residential and institutional projects in the Chicago metropolitan area. Bob has a strong commitment to designing, detailing and constructing buildings and building systems that are efficient, durable and cost affective. Bob believes this can only be achieved through a strong cooperative effort between the owner, architect and builder during all stages of the project. As a principal of Baranski Hammer Moretta & Sheehy, Bob's responsibilities include project management and production, technical oversight and construction administration.

Education

University of Illinois - Urbana
Bachelor of Science, Architecture 1985

Registration

Architect 1990: Illinois

Affiliations

American Institute of Architects

Experience

Loyola Law School

Chicago, Illinois
New 6-story law school in existing structure for Loyola University

Palm Court Conservatory

Chicago, Illinois
New glass enclosed conservatory space for Loyola University

Loyola University Chicago

Chicago, Illinois
New home for the Department of Fine and Performing Arts

Newhart Family Theatre

Chicago, Illinois
Performing arts theatre for Loyola University

Graue Mill & Museum

Oak Brook, Illinois
Design of a new addition for an historic gristmill & museum

Coffey Hall

Chicago, Illinois
Conversion of 60,000 s.f. dormitory into offices and labs for Loyola University

Mundelein Center

Chicago, Illinois
Complete renovation of 14-story building for Loyola University

Castle House

Chicago, Illinois
Conversion of 10,000 s.f. into offices for Loyola University's facilities group

Ceremonial Courtroom

Chicago, Illinois
New 5,000 s.f. multi-use courtroom in existing building

Executive Education Suite

Chicago, Illinois
Conversion of 4,000 s.f. into class & meeting rooms for Loyola University

Jesuit Residence

Chicago, Illinois
Renovation of existing multi-unit residential building

Shorewood Memory Care

Shorewood, Illinois
New 20,000 s.f. 3-story memory care facility for Alden Group

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
AT & T (LOCAL) (103)							
090114	1	Invoice	POLICE/PHONE	09/01/2014	272.61		01.21.552.00
Total AT & T (LOCAL) (103):					272.61		
CASHIER, BOILERS (119269)							
9521560	1	Invoice	BOILER INSPECTION	08/26/2014	140.00		22.22.611.00
Total CASHIER, BOILERS (119269):					140.00		
COMELEC SERVICES INC. (244)							
0430365	1	Invoice	PORTABLE RADIO REPAI	08/19/2014	184.15		22.22.655.00
Total COMELEC SERVICES INC. (244):					184.15		
CONMAT, INC. (1187)							
91748	1	Invoice	MAINTENANCE	08/27/2014	368.50		20.25.515.00
91852	1	Invoice	GRINDING MATERIAL	08/29/2014	403.10		01.41.614.04
Total CONMAT, INC. (1187):					771.60		
CUSTOM FIRE APPARATUS, INC. (118770)							
15640	1	Invoice	VEHICLE MAINTENANCE	08/28/2014	1,659.14		22.22.613.00
Total CUSTOM FIRE APPARATUS, INC. (118770):					1,659.14		
DECKER SUPPLY CO., INC. (867)							
883527	1	Invoice	SIGNS	08/15/2014	437.03		01.41.652.04
Total DECKER SUPPLY CO., INC. (867):					437.03		
DIBBERN, WENDI (120008)							
090114	1	Invoice	DEPOSIT REFUND	09/01/2014	200.00		58.54.929.00
Total DIBBERN, WENDI (120008):					200.00		
DOIG, KATHLEEN (119339)							
907801	1	Invoice	MARKET HOUSE RESTR	09/02/2014	330.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					330.00		
FELD FIRE (119879)							
0266682	1	Invoice	AIR PACK FUNCTION TE	08/26/2014	1,328.00		22.22.652.00
Total FELD FIRE (119879):					1,328.00		
FISCHER EXCAVATING, INC. (25638)							
090114	1	Invoice	CONSTRUCTION	09/01/2014	79,629.17		52.43.850.12
1000816	1	Invoice	MATERIALS	09/03/2014	418.96		01.41.614.04
Total FISCHER EXCAVATING, INC. (25638):					80,048.13		
FLEEGE ELECTRIC (1045)							
6293	1	Invoice	ELECTRICAL REPAIRS	08/23/2014	1,310.80		59.55.511.01

CITY OF GALENA

Invoice Register
Input Dates: 8/26/2014 - 9/30/2014Page: 2
Sep 05, 2014 08:33AM

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total FLEEGE ELECTRIC (1045):					1,310.80		
GALENA GAZETTE (34)							
00038041	1	Invoice	PUBLIC NOTICE	08/22/2014	54.15		01.16.553.00
Total GALENA GAZETTE (34):					54.15		
GALENA LAUN. & LINEN INC. (84)							
090114	1	Invoice	FINANCE-LAUNDRY SER	09/01/2014	8.00		01.13.654.00
090114	2	Invoice	FIRE DEPARTMENT	09/01/2014	25.00		22.22.538.01
090114	3	Invoice	POLICE DEPARTMENT	09/01/2014	30.00		01.21.651.00
090114	4	Invoice	TURNER HALL-RUG SER	09/01/2014	27.00		58.54.654.01
090114	5	Invoice	POOL	09/01/2014	20.00		59.55.654.00
Total GALENA LAUN. & LINEN INC. (84):					110.00		
GALENA LUMBER CO. (85)							
083114	1	Invoice	DESIGN/CONSTRUCTION	08/31/2014	161.67		22.22.840.05
Total GALENA LUMBER CO. (85):					161.67		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
003874	1	Invoice	INT. DUMP	08/19/2014	9.73		01.41.613.06
KWI008008	1	Invoice	ST. SIGNS WINERY LOT	09/03/2014	234.86		01.41.652.04
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					244.59		
HYDE, MARY BETH (101)							
082714	1	Invoice	TRAVEL REIMBURSEME	08/27/2014	143.77		01.14.562.00
Total HYDE, MARY BETH (101):					143.77		
IL DEPARTMENT OF CMS (CRF) (118967)							
T1503238	1	Invoice	IN-SQUAD COMPUTER C	08/25/2014	232.60		01.21.542.00
Total IL DEPARTMENT OF CMS (CRF) (118967):					232.60		
ILLINOIS FIRE STORE (119034)							
32110	1	Invoice	HELMET STICKERS	08/18/2014	73.97		22.22.840.00
32216	1	Invoice	HELMET ADJUSTMENT S	08/19/2014	113.97		22.22.840.00
Total ILLINOIS FIRE STORE (119034):					187.94		
J & R SUPPLY INCORPORATED (951)							
1408723	1	Invoice	HYDRANT	08/19/2014	2,050.00		51.42.831.04
1409208	1	Invoice	SUPPLIES	08/27/2014	90.00		01.41.652.00
Total J & R SUPPLY INCORPORATED (951):					2,140.00		
JACKSON CONCRETE/EXCAVATION CO (489)							
090114	1	Invoice	SOUTH AND NORTH DOD	09/01/2014	1,915.00		01.41.860.05

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JACKSON CONCRETE/EXCAVATION CO (489):					1,915.00		
JO CARROLL ENERGY, INC. (397)							
0001009	1	Invoice	WIFI FOR HVAC	08/21/2014	738.00		58.54.820.00
090114	1	Invoice	ELECTRIC	09/01/2014	6,574.34		15.41.572.00
090114	2	Invoice	ADMINISTRATION/ELECT	09/01/2014	501.13		01.13.571.01
090114	3	Invoice	POLICE	09/01/2014	488.35		01.21.571.01
090114	4	Invoice	EMS/ELECTRIC	09/01/2014	110.52		12.10.571.01
090114	5	Invoice	PARKS/ELECTRIC	09/01/2014	89.64		17.52.571.01
090114	6	Invoice	FLOOD/ELECTRIC	09/01/2014	230.70		20.25.576.01
090114	7	Invoice	FIRE/ELECTRIC	09/01/2014	441.69		22.22.576.01
090114	8	Invoice	TURNER HALL	09/01/2014	974.76		58.54.571.01
090114	9	Invoice	WELCOME SIGNS	09/01/2014	29.76		01.41.571.01
Total JO CARROLL ENERGY, INC. (397):					10,178.89		
JO DAVIESS CTY GIS DEPT (330)							
004079	1	Invoice	STREET VACATION	08/28/2014	18.75		01.45.532.01
Total JO DAVIESS CTY GIS DEPT (330):					18.75		
JO DAVIESS CTY SHERIFF (116)							
090114	1	Invoice	RADIO SERVICE	09/01/2014	100.00		22.22.538.00
090114	2	Invoice	CITY SHARE OF OFFICE	09/01/2014	200.12		01.21.538.00
Total JO DAVIESS CTY SHERIFF (116):					300.12		
LAWSON PRODUCTS, INC. (627)							
9302675754	1	Invoice	SUPPLIES	08/20/2014	399.57		01.41.652.00
Total LAWSON PRODUCTS, INC. (627):					399.57		
MCCOY INSURANCE SERVICE (98)							
14974	1	Invoice	RURAL DIST. INSURANC	08/25/2014	3,679.00		22.22.591.00
Total MCCOY INSURANCE SERVICE (98):					3,679.00		
MCGREEVY WILLIAMS LAW OFFICE (119647)							
142145	1	Invoice	SCENIC MEADOWS LITIG	08/17/2014	617.50		01.41.863.11
Total MCGREEVY WILLIAMS LAW OFFICE (119647):					617.50		
METLIFE SMALL BUSINESS CENTER (775)							
081514	1	Invoice	EMPLOYEE DENTAL	08/15/2014	3,301.01		01.13.451.01
081514	2	Invoice	LIFE INSURANCE	08/15/2014	510.95		01.13.452.00
Total METLIFE SMALL BUSINESS CENTER (775):					3,811.96		
MILLER ELECTRIC SUPPLY (141)							
S1157972	1	Invoice	ST. LIGHTS	08/26/2014	85.89		01.41.514.11
Total MILLER ELECTRIC SUPPLY (141):					85.89		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
MNS CONSTRUCTION, INC. (118877)							
090114	1	Invoice	DESIGN/CONSTRUCTION	09/01/2014	4,343.99		22.22.840.05
Total MNS CONSTRUCTION, INC. (118877):					4,343.99		
MURRAY, B. L. CO. INC. (135)							
84703	1	Invoice	JANITOR SUPPLIES	08/25/2014	10.77		01.13.654.00
84710	1	Invoice	SUPPLIES	08/26/2014	176.06		01.41.652.00
Total MURRAY, B. L. CO. INC. (135):					186.83		
NICOR (151)							
090114	1	Invoice	MARKETHOUSE RESTRO	09/01/2014	23.08		01.13.511.06
090114	2	Invoice	POOL-GAS	09/01/2014	1,123.96		59.55.571.02
Total NICOR (151):					1,147.04		
NICOR (F) (118924)							
090114	1	Invoice	CITY HALL-GAS	09/01/2014	74.93		01.13.571.05
090114	2	Invoice	POLICE-GAS	09/01/2014	31.66		01.21.571.05
090114	3	Invoice	PUBLIC WORKS-GAS	09/01/2014	74.93		01.41.571.05
090114	4	Invoice	FIRE DEPARTMENT-GAS	09/01/2014	93.79		22.22.571.05
Total NICOR (F) (118924):					275.31		
NW IL MUN CLERK ASSN (NIMCA) (1165)							
90114	1	Invoice	DUES	09/01/2014	55.00		01.14.561.00
Total NW IL MUN CLERK ASSN (NIMCA) (1165):					55.00		
ORKIN PEST CONTROL (574)							
090114	1	Invoice	PEST CONTROL SERVIC	09/01/2014	83.15		01.13.511.01
Total ORKIN PEST CONTROL (574):					83.15		
PEERLESS SERVICE CO. (119866)							
5811	1	Invoice	WELL #5 REPAIRS	08/25/2014	28,187.45		51.42.852.00
Total PEERLESS SERVICE CO. (119866):					28,187.45		
QUILL CORP. (686)							
5709696	1	Invoice	OFFICE SUPPLIES-ADMI	08/29/2014	241.85		01.13.651.02
Total QUILL CORP. (686):					241.85		
RIVER CITY PAVING (56)							
4300010363	1	Invoice	COLD PATCH	08/19/2014	728.86		15.41.614.00
Total RIVER CITY PAVING (56):					728.86		
RUNDE AUTO GROUP (120009)							
082014	1	Invoice	NEW 1 TON	08/20/2014	33,367.60		01.41.840.01

CITY OF GALENA

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total RUNDE AUTO GROUP (120009):					33,367.60		
RYAN, ANGELA (119753)							
090114	1	Invoice	DEPOSIT REFUND	09/01/2014	200.00		58.54.929.00
Total RYAN, ANGELA (119753):					200.00		
SECURITY PRODUCTS OF DUBUQUE (119890)							
0430755	1	Invoice	ALARM MONITORING	08/28/2014	27.00		01.13.552.00
Total SECURITY PRODUCTS OF DUBUQUE (119890):					27.00		
SLOAN IMPLEMENT (119196)							
114677	1	Invoice	EQUIPMENT	07/30/2014	7.34		17.52.514.00
115896	1	Invoice	EQUIPMENT	08/01/2014	44.01		17.52.514.00
Total SLOAN IMPLEMENT (119196):					51.35		
SUPERIOR WELDING SUPPLY (181)							
D162289	1	Invoice	WELDING SUPPLIES	08/13/2014	23.73		01.41.652.02
Total SUPERIOR WELDING SUPPLY (181):					23.73		
TOP NOTCH PLUMBING, HEATING (625)							
29837	1	Invoice	HVAC REMOTE MONITO	08/26/2014	915.00		58.54.820.00
Total TOP NOTCH PLUMBING, HEATING (625):					915.00		
TRI-STATE SCREEN PRINTING (119187)							
12765	1	Invoice	PLAQUE/AWARD	08/29/2014	11.00		01.46.554.00
Total TRI-STATE SCREEN PRINTING (119187):					11.00		
US CELLULAR (92)							
090114	1	Invoice	PUBLIC WORKS/CELL PH	09/01/2014	36.76		01.41.552.00
090114	2	Invoice	ADMIN/CELL PHONE	09/01/2014	70.75		01.11.552.00
090114	3	Invoice	FIRE DEPT./CELL PHONE	09/01/2014	36.76		22.22.552.00
090114	4	Invoice	POLICE/CELL PHONES	09/01/2014	73.51		01.21.552.01
Total US CELLULAR (92):					217.78		
WARREN, CHRISTOPHER (120010)							
090414	1	Invoice	ITINERANT MERCHANT R	09/04/2014	25.00		01.11.912.00
Total WARREN, CHRISTOPHER (120010):					25.00		
WERNER, CHARLES (734)							
090314	1	Invoice	FLASHLIGHT	09/03/2014	144.16		01.21.471.15
Total WERNER, CHARLES (734):					144.16		
WHITE CONSTRUCTION CO., INC. (119359)							
082614	1	Invoice	BUILDING MAINTENANC	08/26/2014	505.00		58.54.511.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
090114	1	Invoice	WINDOW REPAIRS	09/01/2014	5,087.50		58.54.820.00
090114	2	Invoice	PUBLIC WORKS JANITO	09/01/2014	110.00		01.41.511.01
Total WHITE CONSTRUCTION CO., INC. (119359):					5,702.50		
WHITE'S LAWN CARE (119092)							
5782	1	Invoice	VACANT PROPERTY MO	09/01/2014	50.00		51.42.929.00
Total WHITE'S LAWN CARE (119092):					50.00		
WILLETT HOFMANN & ASSOC., INC. (119914)							
20138	1	Invoice	DESIGN	08/28/2014	944.88		41.61.860.07
Total WILLETT HOFMANN & ASSOC., INC. (119914):					944.88		
WIZARD COMPUTERS INC (666)							
13099	1	Invoice	COMPUTER MAINTENAN	09/03/2014	195.00		01.21.549.00
13099	2	Invoice	COMPUTER MAINTENAN	09/03/2014	75.00		59.55.929.00
Total WIZARD COMPUTERS INC (666):					270.00		
WSG INC., DBA R & L GAS MART (119503)							
082114	1	Invoice	FUEL	08/21/2014	366.35		01.41.655.00
Total WSG INC., DBA R & L GAS MART (119503):					366.35		
ZARNOTH BRUSH WORKS INC. (212)							
0151174	1	Invoice	SWEEPER	08/21/2014	256.50		01.41.613.11
Total ZARNOTH BRUSH WORKS INC. (212):					256.50		
ZIMMER & FRANCESCON, INC. (119136)							
0149032	1	Invoice	HOSPITAL LIFT STATION	08/19/2014	8,667.00		52.43.851.00
Total ZIMMER & FRANCESCON, INC. (119136):					8,667.00		
Grand Totals:					197,452.19		

Report GL Period Summary

Vendor number hash: 3290181
 Vendor number hash - split: 3771808
 Total number of invoices: 63
 Total number of transactions: 86

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	197,452.19	197,452.19
Grand Totals:	197,452.19	197,452.19