



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, MARCH 23, 2015

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

ITEM	DESCRIPTION
15C-0100.	Call to Order by Presiding Officer
15C-0101.	Roll Call
15C-0102.	Establishment of Quorum
15C-0103.	Pledge of Allegiance
15C-0104.	Reports of Standing Committees
15C-0105.	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

PUBLIC HEARING

ITEM	DESCRIPTION	PAGE
15C-0106.	Public Hearing on the Proposed Operating Budget for Fiscal Year 2015-16	4-16

CONSENT AGENDA CA15-06

ITEM	DESCRIPTION	PAGE
15C-0107.	Approval of the Minutes of the Regular City Council Meeting of March 9, 2015 and March 16, 2015	17-26
15C-0108.	Second Reading and Approval of an Ordinance Amending Chapter 79, "Parking Time Limited" of the Code of Ordinances of the City of Galena	27-28

15C-0109.	Approval of 2015 Rates, Wages and Hours and Season for the Alice T. Virtue Water Park	29-30
15C-0110.	Approval of Renewal of Janitorial Services Agreement with Mary Halstead for the Period May 1, 2015 through April 30, 2016	31-41
15C-0111.	Acceptance of January 2015 Financial Reports	--

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
15C-0010.	Discussion and Possible Action on a Resolution to Execute an Annexation Agreement Between the James B. Vincent Trust, Casey's Retail Corporation and the City of Galena for the Construction of a Casey's General Store on Approximately Four Acres at the Intersection of US Route 20 and Red Gates Road	42-56
15C-0088.	Discussion and Possible Action on Drafting a Resolution for a Proposal by the Galena Emergency Medical Service District to Establish a Special Service Area for Funding Ambulance Service	57-64
15C-0090.	Discussion and Possible Action on Reconsideration of Accepting Unit Pricing for Crosswalk, Sidewalk and Curb and Gutter Projects	65

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
15C-0112.	Discussion and Possible Action on a Taxi Business License Application by Basil Conroy for Eco-Taxi LLC	66
15C-0113.	Discussion and Possible Action on a Taxi Business License Application by Lori Swalley for A to B Cab Company	67
15C-0114.	Discussion and Possible Action on a Resolution Supporting The Protection of the Health, Safety, and Economic Well-Being of Local Citizens From the Potential Impact of Crude Oil and Other Highly Flammable Materials Rail Traffic	68-71
15C-0115.	Discussion and Possible Action on the Renewal of the Agreement with the Galena Area Medical Emergency Services District for Ambulance Service	72-74

15C-0116.	Approval of the Re-appointment of Alderperson Todd Lincoln as a Non-voting Member of the VisitGalena.org Board of Directors for the Term May 1, 2015-April 30, 2017	--
15C-0117.	Warrants	75-80
15C-0118.	Alderspersons' Comments	
15C-0119.	City Administrator's Report	
15C-0120.	Mayor's Report	
15C-0121.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Historic Preservation Comm.	Thurs. April 2	6:30 P.M.	City Hall, 101 Green Street
City Council (Budget Meeting)	Mon. April 6	5:00 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. April 8	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. April 13	6:30 P.M.	City Hall, 101 Green Street

Posted: Thursday, March 19, 2014 at 3:30 p.m. Posted By:

CITY OF GALENA, ILLINOIS

101 Green Street, PO Box 310, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: March 3, 2015

RE: FY 2015-16 Operating Budget Transmittal

I am attaching for your consideration the Fiscal Year 2015-16 (FY 16) City of Galena Operating Budget. This report is intended to provide you with a brief overview of the budget in preparation for our upcoming budget work sessions. The first work session is scheduled for March 16 at 5:00 p.m. at City Hall.

In preparing the budget, the staff and I attempt to be realistic when projecting revenues and restrained when allocating expenses. We enter the budget process with the goal of balancing revenues and expenses for all of our 23 funds. While not every individual fund is balanced, I am pleased to propose a total budget with a surplus of \$31,435. Arriving at a surplus was challenging and not without foregoing some desired projects and purchases.

I believe the proposed budget is one important indication that the City's finances may still be characterized as healthy and stable. I expect to complete the present fiscal year with fund balances across all funds totaling \$6.6 million. With the implementation of the proposed budget, the combined fund balance should end the next fiscal year in the same strong position.

I am hopeful that this report will assist you in understanding my goals in formulating the budget, the proposed operations and projects, the condition of the individual funds, and the condition of the overall City finances.

BUDGET GOALS

Focusing on long-term financial sustainability across all funds, I approached the budget with the following goals:

- Achieve 100% compliance with our Minimum Fund Balance Policy
- Balance the overall budget so expenses do not exceed revenues
- Balance as many of the 23 individual funds as possible
- Avoid new debt unless needed and a dedicated and stable revenue source exists for debt service
- Fully fund all scheduled debt service and pay down debt early if possible

- Fully fund all contractual obligations
- Maintain or improve the level of services provided to our citizens and businesses
- Implement the Capital Improvement Plan as adopted in late 2014
- Identify potential operational efficiencies to reduce expenses
- Improve energy efficiency and implement environmentally sustainable practices

While there will always be budgetary challenges for our local government, I believe the proposed budget controls costs to ensure that operations are supported into the foreseeable future by available revenues.

REVENUE AND EXPENSE SUMMARY

Total revenues, including transfers, are projected to increase 18% to \$10,074,955. The increase is mostly explained by the one-time Illinois Department of Transportation (IDOT) recreational trail grant of \$1,380,000. Total expenses are proposed to increase by about 4.5% to \$10,043,520. Again, the comparison of revenues and expenses from the current and proposed budgets is shown in Table 1 below. The revenue and expense summary for each fund is provided in Addendum A. I encourage you to review the budget for each individual fund for a more detailed comparison of proposed revenues and expenses to those of past years.

Table 1. Revenue and Expense Summary: FY 2015 and FY 2016

	FY 14-15	Proposed FY 15-16	Change
General Fund Revenues	\$3,385,160	\$3,555,285	5.0%
Other Revenues	\$5,151,300	\$6,519,670	26.5%
Total Revenues	\$8,536,460	\$10,074,955	18.0%
General Fund Expenses	\$3,733,915	\$3,525,285	-5.6%
Other Expenses	\$5,871,220	\$6,518,235	11.0%
Total Expenses	\$9,605,135	\$10,043,520	4.5%

REVENUES: TAXES AND FEES

The City collects revenue from a wide variety of sources. For many of the revenue sources, the City has the discretion to modify the tax rate or the fee amount. The proposed budget does not include any new taxes or fee increases. When adopting the property tax levy in November 2014, the city council elected to very slightly increase the property tax rate (less than two cents per \$100 of assessed value) while modestly increasing the total amount of tax to be collected by \$23,760. No change is proposed for those taxes that could be adjusted during the budget year, such as the Food and Beverage Tax and the Amusement Tax. Water fees, sewer fees, garbage fees, liquor licenses, building permits and other license fees are also proposed to remain unchanged.

GENERAL FUND

As the largest fund, the General Fund is perhaps the best single measure of the current fiscal condition of the City. General Fund revenues are unrestricted and may cross into other funds. In the proposed budget the General Fund has a surplus of \$30,000, with projected revenues exceeding expenditures.

With the surplus budget, the projected FY 16 year-end General Fund balance is expected to increase modestly from \$1.67 million to \$1.7 million. This fund balance would represent 48% of annual operating expenses for the General Fund, exceeding the 40% required by our Minimum Fund Balance Policy.

Balancing the General Fund continues to be challenging each year. In addition to the operating expenses and capital projects contained in the General Fund, the fund must be used to balance other funds whose revenues do not support operations. These other funds include: Parks, Turner Hall, and Pool. In the proposed budget, a total of \$290,190 would be transferred from the General Fund to zero the deficits in these three funds. Understanding this situation is important when making decisions with long-term cost implications like adding staff or new debt.

OTHER MAJOR GOVERNMENTAL FUNDS

Other Major Governmental Funds are the Parks and Recreation Fund and the Debt Service Fund.

Parks Fund

The proposed budget maintains our commitment to quality parks, open spaces and recreation. All facilities are expected to remain open with full maintenance by City employees and in some cases by contractors. The scope of parks maintenance is very broad. In addition to maintaining our nine parks, we maintain approximately six miles of recreational trails and numerous landscaped areas, including those near the welcome signs and at various downtown locations. Our parks crew is responsible for mowing and weeding approximately 90 acres, most of it at least weekly during the growing season.

Three grant funded projects are included in the Park Fund budget. The proposed budget includes \$50,000 of grant revenue and an equal expenditure for the construction of public restrooms at Gateway Park. A grant of \$1,380,000 is included for the construction of Phase 3 of the Galena River Trail. Plans for the project have been submitted to the IDOT with the expectation of construction in the summer. Grant funds are also expected to offset the estimated construction cost of \$111,500 for the Galena Canoe and Kayak Launch. Final design is underway for this project with expected construction this summer.

With significantly less property tax revenue devoted to the Park Fund in the coming fiscal year, a transfer of \$161,115 from the General Fund will be needed to prevent a fund deficit.

Debt Service Fund

A critical measure of financial sustainability is our ability on a year-to-year basis to service the City's debt. All scheduled debt service, including that debt payable through the Debt Service Fund (non-enterprise fund debt,) is fully funded in the proposed budget. For the third consecutive year, no new debt is proposed. I am not recommending any early pay down of debt. The loan for the winery

parking lot retaining wall will be retired during FY 16 creating a future savings of \$37,550 annually. The total principal and interest payments for all Debt Service Fund obligations are \$643,160 for the year.

For the fiscal year ending April 30, 2014, the statutory debt limit for the City was \$8,368,005. This represents the amount of general obligation debt the City could legally incur. The actual debt on April 30, 2014 was \$4,516,457 or 53% of the limit. The statutory debt limit applies to all general obligation debt (backed by property tax) and does not apply to enterprise fund debt. I expect the City's bond rating by Standard and Poor's Rating Service to be maintained at AA-

After all year-end transfers, the two Other Major Governmental Funds are expected to comply with the Minimum Fund Balance Policy.

ENTERPRISE FUNDS

Enterprise Funds include: Water, Sewer, Shuttle, Turner Hall, and the Swimming Pool. An Enterprise Fund operates like a business with operational expenses financed or recovered through user charges.

Water Fund

Several projects are proposed for the Water Fund. To improve the draw and quality of water from Well #6 on Gear Street, a \$28,000 project is proposed to refurbish and lower the pump. Security fencing, landscaping and an access sidewalk are proposed for the Dodge Street standpipe. At an estimated cost of \$19,000, these improvement would be paid for with a previously approved assessment to AT&T who is a tenant on the water tower. Also included is \$21,000 to complete the water system study approved by the council in February 2015. As additional \$20,000 is included for the replacement of water meters and to upgrade meters for remote reading.

The proposed budget for the Water Fund has a budgeted surplus of \$22,675 and has projected year-end fund balance of approximately \$1.17 million. A portion of the fund balance is expected to be spent in FY 17 to undertake a costly water tower maintenance and painting project.

Sewer Fund

Two sizable capital projects are planned for the Sewer Fund. A new lift station or sewer main replacement is proposed for Park Avenue near Bouthillier Street to remedy a combined sewer situation. The project cost will be dictated by the final design solution. For budgeting purposes, \$125,000 has been allocated for the project. An additional \$265,000 is included for the Third and Rives sewer project. Grant funding will offset \$200,000 of the expense. The budget also includes \$6,000 for one-half the cost of a replacement pickup truck. The other half of the truck cost would be borne by the Water Fund. Over \$600,000 of the scheduled expenses are for servicing the debt for the wastewater plant and the solar array. With such significant projects and payments, the expenses will exceed revenues for the Sewer Fund by \$100,715. Even with the deficit budget, the Sewer Fund is expected to end the coming fiscal year with a balance of approximately \$1 million.

Shuttle and Parking Fund

Revenues for the Shuttle and Parking Fund are generated entirely from paid parking on Commerce Street, City Hall, and the Winery Lot. Debt service for the retaining wall at the Winery parking lot is

the primary expense for the fund. The debt is scheduled to be fully repaid in 2015. A new electronic pay parking terminal is proposed for the Commerce Street parking lot at a cost of \$11,000. The existing terminal is approximately 10 years old, is no longer functioning and can no longer be repaired.

Turner Hall Fund

The Turner Hall committee continues to meet regularly to assist the City with planning for the preservation and expanded use of Turner Hall. Considerable work has been accomplished in the last year to maintain the building and improve its energy efficiency. A five-year prioritized capital improvement plan has been developed as a guide for budgeting and planning. The plan is attached as Addendum B. More than \$64,000 of improvements were proposed by the committee and staff for the FY 16 budget. Grant funding would likely be available to offset part of the expense. In order to balance the overall budget, I reduced the proposed expense to a total of \$15,750 for building improvements with \$10,750 of possible offsetting grant revenue. An additional \$5,000 is included for our Facilities Manager to create and implement a marketing plan for Turner Hall, including a new website with a calendar for the public to check rental availability. The council will need to discuss the specific projects and expenses for Turner Hall in detail during the budget process.

A year-end transfer from the General Fund of \$19,000 is budgeted to balance the Turner Hall Fund at year end. Any additional expenses added to the Turner Hall budget would increase the required year-end transfer from the General Fund.

Swimming Pool Fund

As with Turner Hall, a five-year capital improvement plan has been developed for the swimming pool (see Addendum C). Nearly \$46,000 of capital expenses were proposed for FY 16. In order to balance the total budget, I reduced the total capital expenses to \$15,000. This figure includes \$9,000 for resurfacing the kiddie pool or drop tank repairs and \$6,000 for a new automated pool cleaning machine. A year-end subsidy from the General Fund of \$110,075 is planned to zero the projected pool deficit at the conclusion of the coming fiscal year.

All Enterprise Funds are expected to comply with the Minimum Fund Balance Policy at the end of FY 16. A comparison of projected year-end balances to the desired minimum fund balances is shown for all funds in "Addendum D".

SPECIAL REVENUE FUNDS

Special revenue funds include: Economic and Community Development Revolving Loans, Audit, Emergency Services, Garbage, Motor Fuel Tax , Social Security, Illinois Municipal Retirement Fund (IMRF), Liability, Flood Control, Fire Protection, Capital Projects, Insurance Savings Account (ISA), and Accrued Employee Benefits Liability.

Special Revenue Funds depend almost exclusively on the local property tax for revenue. For most of these funds, costs are expected to increase as their expenses are largely tied to payroll and private or outside service providers. As in past years, the property tax levies for the Special Revenue Funds are expected to generate revenues sufficient to make sure the funds remain in compliance with the Minimum Fund Balance Policy.

All of the Special Revenue Funds are projected to be in compliance with the Minimum Fund Balance Policy at the end of the coming fiscal year.

Capital Projects Fund

In the Capital Projects Fund, an expense of \$97,000 is proposed to fund the street improvement projects from the approved Capital Improvement Plan. The projects include spot curb and gutter replacement and blacktop paving of Kelly Lane, alley resurfacing, and sealcoating in the School Section area. Replacing damaged sections of concrete on Bench Street is also proposed as part of the budget. An additional \$55,000 is budgeted for engineering of the Spring Street project utility relocations. An equal amount of revenue is budgeted since the Illinois Department of Transportation reimburses the City for all engineering costs. The other major expenditures planned for the Capital Projects Fund are debt service payments for completed reconstruction projects like Bouthillier Street, North Main Street, Meeker Street, Dewey Avenue, Jackson Street, and the downtown flood pumps. With the exception of projects funded with grant revenue, dedicated sales tax revenue funds all fund expenses, including debt service.

Emergency Services Fund

Our Emergency Services Fund is primarily intended to maintain the civil defense warning sirens throughout the community. Oddly, according to state law, the tax levy for the fund cannot exceed 25% of the city population or \$857. The fund is expected to end the coming fiscal year with a balance of approximately \$3,000. A transfer from the Fire Protection Fund is proposed to balance the fund budget in FY 16.

Fire Protection Fund

Several major expenditures are proposed for the Fire Protection Fund, including: \$45,000 to replace the department driveway with concrete, \$50,000 for new equipment, and \$50,000 for repairing the fire house windows and installing new storm windows. Another \$80,000 is included in the proposed budget to complete the contract payment for the fire training facility. The paving of the site was delayed until spring.

The Fire Department also proposes to allocate \$250,000 to construct a new classroom building with two garage bays on the fire training property in the Industrial Park. In consultation with the Fire Chief, I removed this expense from the proposed budget since it is unlikely the structure would be fully designed and constructed in FY 16. I would suggest discussing this project in more detail during the upcoming budget meetings.

The primary revenue source for the Fire Fund is the property tax levy. Projected revenues for the Fire Fund exceed proposed expenses by \$77,350. The projected year-end fund balance at the conclusion of the coming fiscal year is \$932,000.

Accrued Benefits Liability Fund

The Accrued Benefits Liability Fund was created in 2011 to save for previously unfunded employee benefit liabilities, including sick leave and vacation leave. According to the fund policy, a specified percentage of the total benefit liability must be reserved. Fund reserves are utilized to compensate employees for unused leave time (in accordance with the city code) when they leave the employment of the City. The proposed budget includes a transfer of \$10,300 from the General Fund to the Accrued Benefits Liability Fund. The projected fund balance at the end of next fiscal year is \$107,280.

MAJOR EXPENDITURES

Proposed Capital Improvement Plan projects and other purchases of \$10,000 or more that are included in the proposed budget are shown in Table 2 below. These expenses total more than \$2.6 million. Grant funds are expected to offset nearly \$1.8 million of the expenses.

Table 2. Proposed Capital Improvement Plan and Other Major Expenditures

Expense Account	Fund	Description	Amount
01.21.511.00	General	Building improvements to the Police Dept.	\$12,450
01.21.684.00	General	New police software system	\$25,000
01.41.614.06	General	Purchase and installation of new LED street lights	\$19,000
01.41.840.02	General	New Public Works tractor	\$80,000
01.41.863.07	General	Downtown crosswalk replacement	\$20,000
17.52.815.03	Parks	Bike trail construction—Phase 3	\$1,380,000
17.52.830.01	Parks	Mower replacement	\$10,000
17.52.870.02	Parks	Gateway Park restrooms	\$50,000
17.52.870.03	Parks	Canoe/Kayak launch construction	\$111,500
22.22.617.00	Fire	Parking lot repair (replace driveway at fire house)	\$45,000
22.22.840.00	Fire	New equipment	\$50,000
22.22.840.05	Fire	Fire training facility roadway completion	\$80,000
22.22.844.04	Fire	Window repair and storm windows	\$50,000
41.61.860.01	Capital Projects	Street repairs (Bench Street)	\$10,000
41.61.860.02	Capital Projects	Street and alley surfacing	\$97,000
43.61.860.07	Capital Projects	Spring Street project engineering	\$55,000
51.42.512.00	Water	Well 6 pump refurbishment	\$28,000
51.42.831.05	Water	Dodge Street water tower site improvements	\$24,000
51.42.532.01	Water	Water system study	\$21,000
52.43.850.05	Sewer	Third and Rives sewer construction	\$265,000
52.43.850.06	Sewer	New truck (shared cost with Water)	\$12,000
52.43.850.09	Sewer	Bouthillier Street lift station/sewer main	\$130,000
53.48.830.01	Shuttle/Parking	Pay and display parking terminal	\$11,000
58.54.820.00	Turner Hall	Building improvements	\$15,750
		TOTAL CAPITAL EXPENSES	\$2,601,750
		GRANT REVENUE	(\$1,796,500)
		NET COST	\$805,250

PERSONNEL EXPENDITURES

I believe our employees continue to be the most valuable asset of our local government. The City currently has 28 full-time, 19 part-time, and approximately 45 seasonal employees. Most of the part-time employees work in the police and fire departments. Most of the seasonal employees work at the pool. At this time, we have one Police Officer position vacant. The Facility Manager position is currently staffed at half-time. The proposed budget includes funds to fill the vacant Police Officer position and to return the Facility Manager position to full-time.

The proposed budget includes pay increases for the seven Police Department union employees as required by the four-year collective bargaining contract that expires April 30, 2016. The Police union employees are scheduled for a 3.5% per hour wage increase effective May 1. These union employees also receive an additional 1% pay increase every fifth year of employment with the City.

Eight Public Works Department employees are members of the Teamsters union. The proposed budget includes a 3.5% pay increase on May 1 in accordance with the collective bargaining contract that expires on April 30, 2017. Like the police union employees, these union employees also receive an additional 1% pay increase every fifth year of employment with the City.

While non-union employee compensation is clearly at the discretion of the council, for budget purposes I have included a 3.5% pay increase for the City’s 14 non-union employees and all part-time employees. Non-union employees have not traditionally received any additional pay for longevity. The employee compensation breakdown by employee group is shown below in Table 3.

Table 3. Employee Compensation for FY 2015-16

Employee Group	Number of Employees	Union Contract Pay Increase	Union Contract Other Pay
Police Union	7	3.5%	+1% every 5 years
Public Works Union	8	3.5%	+1% every 5 years
Non-Union	14	3.5%	NA

BALANCING THE BUDGET

In order to achieve a balance budget, I omitted more than \$382,000 of proposed projects and purchases from the proposed budget. These expenses were either included in the five-year Capital Improvement Plan or submitted by a department head as part of their respective budget. A complete list of the cuts is provided in Table 4 on the following page. While the proposed budget is my attempt to prioritize expenses, the city council must ultimately decide the content of the final budget.

Table 4. Projects and Purchases Not Funded in Proposed Budget

Capital Project Description	Estimated Cost	Amount Not Funded
Police vehicle	\$31,700	\$31,700
Generator for Public Works building	\$6,500	\$6,500
Broadway street light rehabilitation	\$6,500	\$6,500
Eight new picnic tables for Rec Park	\$5,000	\$5,000
Install five period lights in Cemetery Park	\$10,000	\$10,000
Fire training classroom	\$250,000	\$250,000
Turner Hall improvements	\$64,350	\$48,600
Resurface large slide at the pool	\$15,000	\$15,000
Kiddy pool/drop tank repair/enhancement	\$18,000	\$9,000
TOTAL	\$407,050	\$382,300

SUMMARY

Developing a balanced General Fund budget and balanced total budget continues to be a very challenging exercise. While revenues are steadily improving, the cost of maintaining our infrastructure and delivering services generally exceeds our dependable revenues. Not all projects and expenditures could be included in the proposed budget. These cuts will be explained during the upcoming budget work sessions.

The proposed budget controls expenses and still maintains the services and amenities that our residents, businesses and visitors have come to expect. The budget also facilitates the replacement of key equipment, the maintenance and improvement of infrastructure, and the addition of new amenities like the Gateway Park restrooms and the canoe and kayak launch. The provision of services, planned improvements, and equipment enhancements would be accomplished without raising taxes and fees. Grant funding will again allow us to undertake several important projects that may have been delayed or otherwise not possible.

I believe that a projected year-end fund balance of \$6.6 million across all funds, a balanced General Fund, a balanced total budget, and compliance with our Minimum Fund Balance Policy across all funds, are indicators that we continue to be fiscally responsible and sustainable. As always, I hope you will appreciate the ongoing efforts of our dedicated staff to operate and budget cost effectively. Thank you for your consideration of the FY 16 budget.

Addendum A

REVENUE AND EXPENSE COMPARISON: ALL FUNDS

PROPOSED FY 2015-16 Budget

Fund No.	Budget Funds	FY 15-16 Revenues	FY 15-16 Expenditures	Revenues minus Expenses
1	General Fund	\$ 3,555,285	\$ 3,525,285	\$ 30,000
3	Comm. Develop. Revolving Loan	\$ 400	\$ -	\$ 400
4	Econ. Develop. Revolving Loan	\$ 15,950	\$ -	\$ 15,950
11	Audit	\$ 29,070	\$ 29,070	\$ -
12	Emergency Services	\$ 2,960	\$ 2,960	\$ -
13	Garbage	\$ 241,910	\$ 241,910	\$ -
14	Liability	\$ 267,375	\$ 267,375	\$ -
15	Motor Fuel Tax	\$ 89,300	\$ 89,300	\$ -
16	IL Municipal Retirement Fund	\$ 229,400	\$ 180,000	\$ 49,400
17	Parks	\$ 1,719,625	\$ 1,719,625	\$ -
19	Social Security	\$ 81,000	\$ 130,000	\$ (49,000)
20	Flood	\$ 61,150	\$ 61,150	\$ -
22	Fire	\$ 371,200	\$ 327,350	\$ 43,850
41	Capital Projects Fund	\$ 436,000	\$ 434,380	\$ 1,620
51	Water	\$ 699,610	\$ 676,935	\$ 22,675
52	Sewer	\$ 1,325,510	\$ 1,426,225	\$ (100,715)
53	Shuttle	\$ 45,050	\$ 37,345	\$ 7,705
58	Turner Hall	\$ 55,750	\$ 55,750	\$ -
59	Pool	\$ 194,475	\$ 194,475	\$ -
60	Debt Service Fund	\$ 643,160	\$ 643,160	\$ -
74	Insurance Savings Account	\$ -	\$ -	\$ -
77	Cable TV Fund	\$ 25	\$ -	\$ 25
78	Accrued Benefits Liability Fund	\$ 10,750	\$ 1,225	\$ 9,525
TOTALS		\$ 10,074,955	\$ 10,043,520	\$ 31,435

ADDENDUM B: TURNER HALL MAINTENANCE AND IMPROVEMENT PLAN
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 FY 2016-20

Updated February 20, 2015

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	CITY OF GALENA	GALENA FOUNDATION	OTHERS
1	FY 15/16	High	Sprinkler Head Repair	\$14,000	\$14,000	\$0	0
2	FY 15/16	High	Historic Structures Report	\$10,000	\$4,250	\$4,250	\$1,500
3			Historic Paint Study	\$2,500	\$0	\$2,500	\$0
			Concrete channel / excavation behind building; exterior stone sealing in back; and rear wall tuckpointing	\$11,500	\$5,750	\$5,750	\$0
4	FY 15/16	High	Exterior Balcony Painting	\$2,500	\$1,250	\$1,250	\$0
5	FY 15/16	High	Repair 5 broken slots on wooden floor	\$500	\$500	\$0	\$0
6	FY15/16	Medium	Small roof over south side door	\$3,500	\$1,750	\$1,750	\$0
7	FY15/16	Medium	Restroom updates	\$2,000	\$2,000	\$0	\$0
8	FY15/16	Medium	Create taller locking gate to spiral stairs / fly loft access	\$350	\$350	\$0	\$0
9	FY 15/16	Medium	Upgrade kitchen wiring for caterers 220 amp	\$500	\$500	\$0	\$0
10	FY15/16	Medium	New roof on kitchen	\$7,500	\$3,750	\$3,750	\$0
11	FY 15/16	Medium	Patch & paint exterior kitchen wall (in parking lot) to resolve moisture issue	\$4,500	\$2,250	\$2,250	\$0
12	FY15/16	Low	Fly Loft Study	\$5,000	\$2,500	\$2,500	\$0
FY 2015-16 TOTAL				\$64,350	\$38,850	\$24,000	\$1,500

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	CITY OF GALENA	GALENA FOUNDATION	OTHERS
1	FY 15/16	High	Interior Lighting—new switches, possible new wiring	\$10,000	\$10,000	\$0	\$0
2	FY 15/16	High	Retrofit Lighting with LED Bulbs	\$2,500	\$2,500	\$0	\$0
3	FY 16/17	Medium	New Boiler	\$25,000	\$25,000	\$0	\$0
4	FY 16/17	Medium	Floor Wax Treatment	\$2,600	\$2,600	\$0	\$0
5	FY15/16	Low	Retrofit exterior lighting & put on timer to illuminate building	\$250	\$250	\$0	\$0
6	FY 16/17	Medium	Fly Loft	\$45,000	\$22,500	\$22,500	\$0
FY 2016-17 TOTAL				\$85,350	\$62,850	\$22,500	\$0

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	CITY OF GALENA	GALENA FOUNDATION	OTHERS
1	FY 17/18	Medium	Floor Refinishing	\$9,000	\$4,500	\$4,500	\$0
2	FY 17/18	Medium	Energy efficiency projects / upgrades	\$10,000	\$10,000	\$0	\$0
3	FY 17/18	Medium	Building addition and remodel with kitchen, bathrooms and storage	\$600,000	\$50,000	\$50,000	\$500,000
FY 2017-18 TOTAL				\$619,000	\$64,500	\$54,500	\$500,000

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	CITY OF GALENA	GALENA FOUNDATION	OTHERS
1	FY 18/19	Medium	Floor Waxing	\$2,600	\$2,600	\$0	\$0
2	FY 18/19	Medium	Energy efficiency projects / upgrades	\$10,000	\$10,000	\$0	\$0
FY 2018-19 TOTAL				\$12,600	\$12,600	\$0	\$0

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	CITY OF GALENA	GALENA FOUNDATION	OTHERS
	FY 19/20		No projects identified	\$0	\$0	\$0	\$0
FY 2018-19 TOTAL				\$0	\$0	\$0	\$0

5-YEAR TOTAL **\$781,300** **\$178,800** **\$101,000** **\$501,500**

Possible "Adopt A Project" Projects | Donations

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	CITY OF GALENA	GALENA FOUNDATION	OTHERS
			Build dumpster enclosure	\$2,500			
			Paint & repair interior / refinish floors	\$9,400		\$9,400	
			Paint dressing rooms	\$1,500			
			Paint stage floor				
FY 2015-16 TOTAL				\$10,900	\$0	\$9,400	\$0

Updated 3/2/2015

**ADDENDUM C: SWIMMING POOL MAINTENANCE AND IMPROVEMENT PLAN
FY 2016-20**

Updated February 20, 2015

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	START
1	FY 15/16	High	Dolphin pool cleaner repair or replacement	\$6,000	Pre-Season 2015
2	FY 15/16	High	Resurface & repair water slide inside and out 10 year warranty	\$15,000	Pre-Season 2015
3	FY 15/16	High	Resurface & repair mushroom water feature	\$850	Pre-Season 2015
4	FY 15/16	Low	New water features for kiddy pool	\$6,000	Fall 2015
5	FY 15/16	Medium	Resurface kiddy pool/drop tank {after new features installed--Fall}	\$18,000	Fall 2015
FY 2015-16 TOTAL				\$45,850	

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	START
1	FY 15/16	Medium	Computerized admissions and concessions	\$5,000	Pre-Season 2016
2	FY 16/17	Low	New pool baskets / storage shelves / self locking storage for valuables	\$1,000	
3	FY 16/17	Low	Protection and slide fast surface annually	\$1,000	Pre-Season 2016
4	FY16/17	Low	Install PA / music system	\$4,000	
5	FY 16/17	Low	Private family changing room / handicap accessible	\$10,000	
FY 2016-17 TOTAL				\$21,000	

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	START
1	FY 17/18	High	New water features for kiddy pool	\$10,000	Fall 2017
2	FY 17/18	Low	Protection and slide fast surface annually	\$1,000	Pre-Season 2017
FY 2017-18 TOTAL				\$11,000	

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	START
1	FY 18/19	Low	Protection and slide fast surface annually	\$1,000	Pre-Season 2017
FY 2018-19 TOTAL				\$1,000	

NO.	YEAR	PRIORITY	ACTIVITY	ESTIMATED COST	START
1	FY 19/20	High	New water features for kiddy pool	\$10,000	Fall 2019
2	FY 19/20	Low	Protection and slide fast surface annually	\$1,000	Pre-Season 2018
FY 2019-20 TOTAL				\$11,000	

5-YEAR TOTAL \$89,850

**Projected Year-End Fund Balances vs. Fund Balance Policy
FY 2014-15 and FY 2015-16**

Fund No.	Fund	Projected Fund Balance 30-Apr-15	Percent of Annual Expenses	Compliant with Policy? Yes/No		Projected Fund Balance 30-Apr-16	Percent of Annual Expenses	Compliant with Policy? Yes/No
1	General	\$ 1,676,889	48%	Yes		\$ 1,706,889	48%	Yes
3	Comm. Develop. Revolving Loan ¹	\$ 86,886	174%	Yes		\$ 87,286	175%	Yes
4	Econ. Develop. Revolving Loan ²	\$ 241,567	483%	Yes		\$ 257,517	515%	Yes
11	Audit	\$ 19,284	66%	Yes		\$ 19,284	66%	Yes
12	Emergency Services	\$ 3,062	103%	Yes		\$ 3,062	103%	Yes
13	Garbage	\$ 164,758	68%	Yes		\$ 164,758	68%	Yes
14	Liability	\$ 136,280	51%	Yes		\$ 136,280	51%	Yes
15	Motor Fuel Tax	\$ 258,669	290%	Yes		\$ 258,669	290%	Yes
16	IL Municipal Retirement Fund	\$ 97,645	54%	Yes		\$ 147,045	82%	Yes
17	Parks	\$ 10,679	1%	Yes		\$ 10,679	1%	Yes
19	Social Security	\$ 144,013	111%	Yes		\$ 95,013	73%	Yes
20	Flood	\$ 38,923	64%	Yes		\$ 38,923	64%	Yes
22	Fire	\$ 889,136	272%	Yes		\$ 932,986	285%	Yes
41	Capital Projects Fund	\$ 252,863	58%	Yes		\$ 254,483	59%	Yes
51	Water	\$ 1,150,922	170%	Yes		\$ 1,173,597	173%	Yes
52	Sewer	\$ 1,127,199	79%	Yes		\$ 1,026,484	72%	Yes
53	Shuttle	\$ 41,804	112%	Yes		\$ 49,509	133%	Yes
58	Turner Hall	\$ 1,692	3%	Yes		\$ 1,692	2%	Yes
59	Pool	\$ 3,994	2%	Yes		\$ 4,000	2%	Yes
60	Debt Service Fund	\$ 126,342	20%	Yes		\$ 126,342	20%	Yes
74	Insurance Savings Account	\$ 17	0%	Yes		\$ 17	0%	Yes
77	Cable TV Fund	\$ 5,097	\$5000 + Int.	Yes		\$ 5,122	\$5000 + Int.	Yes
78	Benefits Liability	\$ 97,755	NA	Yes		\$ 107,280	NA	Yes
	TOTALS	\$ 6,575,476				\$ 6,606,917		

Notes:

¹ Based on annual expenses of \$50,000

² Based on annual expenses of \$50,000

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 09 MARCH 2015**15C-0078 – 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 09 March 2015.

15C-0079 – ROLL CALL

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

15C-0080 – ESTABLISHMENT OF QUORUM

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

15C-0081 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

15C-0082 - REPORTS OF STANDING COMMITTEE

None.

15C-0083 – PUBLIC COMMENTS

Bill Grosshans, 418 Harrison Street – Grosshans thanked all of the first responders and the Fire Department for their quick action in preventing a bad situation from becoming worse. Grosshans read a prepared statement urging the City to take a proactive approach to these “deadly bombs” that come through our town daily. He voiced concern with the lack of notice to the public as to what happened and why. He urged the City to hold a public meeting to explain what happened and why.

Anna Hemm, 226 S. High Street – Hemm stated she came across in recent email an article about an individual who came down the street and ran into a train. She questions “what if” he had hit a tanker car? She feels the City should have taken care of the “what if” at that time.

Rick Pariser 113 S.High Street – Pariser complemented Mr. Grosshans on his comments. He remembers a short presentation last year by Mark Moran talking about trains coming through town.

Pariser urged the Council to be supportive and give positive consideration to the request by the Galena Emergency Medical Service District to establish a Special Service Area for funding ambulance service. He feels if there were any negative reservations, Council should table action to a future meeting for further input.

David O'Donnell, 4631 N. Ford Road – O'Donnell thanked the council for the issuance of his Taxi Cab License. O'Donnell understands there is another company interested in coming in. He urged the Council review the ordinance. He questions if there should be a limit on the number of Taxi Companies as well as the number of cars that can be on the road.

LIQUOR COMMISSION

Motion: Painter moved, seconded by Kieffer, to adjourn as the City Council and reconvene as the Liquor Commi8ssion.

Discussion: None.

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

The motion carried.

15C-0084 – DISCUSSION AND POSSIBLE ACTION ON AN APPLICATION FOR A CORPORATION LIQUOR LICENSE BY KATIE WIENEN FOR STONEY CREEK INN, 940 GALENA SQUARE DRIVE

Motion: Greene moved, seconded by Kieffer, to approve the application for a Corporation Manager Liquor License by Katie Wienen for Stoney Creek Inn, 940 Galena Square Drive, item 15C-0084.

Discussion: None.

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

The motion carried.

Motion: Painter moved, seconded by Bernstein, 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 CA15-05

15C-0084 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 23, 2015

15C-0086 – FIRST READING OF AN ORDINANCE AMENDING CHAPTER 79, “PARKING TIME LIMITED” OF THE CODE OF ORDINANCES OF THE CITY OF GALENA

15C-0087 – APPROVAL OF BUDGET AMENDMENT BA15-07 FOR POLICE EQUIPMENT AND ENGINEER FEES

Motion: Kieffer moved, seconded by Greene, to approve Consent Agenda CA15-04 as presented.

Discussion: None.

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

The motion carried.

NEW BUSINESS

15C-0088 – DISCUSSION AND POSSIBLE ACTION ON DRAFTING A RESOLUTION FOR A PROPOSAL BY THE GALENA EMERGENCY MEDICAL SERVICE DISTRICT TO ESTABLISH A SPECIAL SERVICE AREA FOR FUNDING AMBULANCE SERVICE

(A motion to approve was made and later rescinded.)

Discussion: Jack Zane, reported the Galena Emergency Management for the past several years has had a contract with 9 townships and 3 communities to provide emergency service. The City of Galena paid \$20,000 per year based on \$6.00 per person per residence. Zane stated they are looking to drop that and bringing in a Special Service Area. He noted Warren, Elizabeth and Hanover already have something similar. This would spread the cost out across the board. The tax would be \$.10 cents per \$100 of assessed valuation. Residents would continue to get a lower rate than non-residents based on the fact that they are paying the tax. The Board will be run by members who are in the taxing area. Zane advised they need to build up some capital revenue. They currently have 3 ambulances that need to be replaced. One unit is \$145,000. New regulations will soon raise that amount by approximately \$23,000. They are also in need of upgrading defibrillators at a cost of \$15,000 to \$20,000 per unit.

Painter felt it would be helpful if the council could see a copy of the EMS Budget. Zane presented a copy of their most recent audit.

Zane advised they would be required to go before the County Board every year to set the rate. They are looking at asking \$.05 cents for the first year. This would allow them to get some capital in and put aside \$40,000 - \$45,000 per year for a new ambulance. They currently have two paid salaried employees at \$1,000 and \$1,200 per month.

Zane advised the EMS currently owns the building they are in with a lease on the property. They are currently working to buy the property.

Zane advised they have to receive a release from all communities in which they have permission to provide medical care. Once those are received, a public hearing will be set with public notice in all newspapers. Within 10 days of the public hearing, there will be a mailing to every property in the service area advising them of the meeting and inviting them to come and raise questions.

Motion: Fach moved, seconded by Kieffer, to postpone item 15C-0088 to the next regular meeting.

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

The motion carried.

15C-0089 – FIRST READING OF AN ORDINANCE ENACTING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND ASSISTANCE IN LAW ENFORCEMENT

Motion: Lincoln moved, seconded by Painter, to approve the first reading and waive the second reading of an ordinance enacting an Intergovernmental Agreement for mutual aid and assistance in law enforcement.

Discussion: Council agreed this is nice to have when we need assistance.

Bernstein voiced concern with the wording under section VI. Council discussed and agreed the word “needed” should be changed to “provided”.

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

The motion carried.

15C-0090 – DISCUSSION AND POSSIBLE ACTION ON ACCEPTING UNIT PRICING FOR CROSSWALK, SIDEWALK AND CURB AND GUTTER PROJECTS

#	Item	Unit	Quantity	Wiener Concreting		Louie's Trenching		Jackson Concrete	
				Unit Cost	Quantity	Unit Cost	Quantity	Unit Cost	Quantity
1	Remove and replace sidewalk 5 inch thick	SF	100	10.25	1025	10.5	1050	9	900
2	Remove and replace 5 inch thick exposed aggregate sidewalk	SF	100	13	1300	13.5	1350	12	1200
3	Install sidewalk 5 inch thick	SF	50	9.5	475	9	450	8	400
4	Install curb and gutter, 24 inches wide, 6 inch high	SF	50	29.5	1475	33	1650	26	1300
5	Remove and replace curb and gutter, 24 inches wide	LF	50	34	1700	40	2000	32	1600
6	Remove and replace 7 inch thick crosswalk as indicated on attached drawing. Colored type B concrete.	SF	250	62	15,500.00	28	7000	64	16000

Motion: Lincoln moved, seconded by Kieffer to approve the unit pricing for crosswalk, sidewalk and curb and gutter projects with Louie's Trenching Service as listed.

Discussion: Lincoln stated after combining all six components, Louie's Trenching would be low bid. He feels it isn't necessary to go with two contractors.

Fach noted if we have a lot more to do than what is estimated, we would be paying a higher price with Louie's vs. Jackson. Fach preferred going with both contractors.

Money has been put in the budget and there is a cap on each item.

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

The motion carried.

15C-0091 – DISCUSSION AND POSSIBLE ACTION ON APPLYING FOR A GRANT FOR LED LIGHTING FROM THE ILLINOIS CLEAN ENERGY COMMUNITY FOUNDATION

Motion: Painter moved, seconded by Greene, to approve applying for a grant for LED lighting from the Illinois Clean Energy Community Foundation, item 15C-0091.

Discussion: Moran advised the original application included street lights, park lights and step lights. They do not allow park lights so the number of lights has been reduced from 456 lights to 369 lights at an estimated cost of \$39,500. Street lighting costs last year were around \$80,000. This could potentially save us 70 percent in energy savings. Money has been added to the proposed budget to cover the cost.

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

The motion carried.

15C-0092 – DISCUSSION AND POSSIBLE ACTION ON PUMP PURCHASE AND INSTALLATION FOR BOUTHILLIER STREET LIFT STATION PROJECT

Motion: Kieffer moved, seconded by Painter, to approve the pump purchase and installation for the Bouthillier Street Lift Station Project in the amount of \$13, 475.

Discussion: None.

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

The motion carried.

15C-0093 – DISCUSSION AND POSSIBLE ACTION ON RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY TO PROTECT FULL FUNDING OF LOCAL GOVERNMENT DISTRIBUTIVE FUND RESERVES

Motion: Bernstein moved, seconded by Painter, to approve a resolution urging the Governor and General Assembly to protect full funding of Local Government Distributive Fund Reserves, item 15C-0093.

Discussion: None.

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

The motion carried.

15C-0094 – WARRANTS

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

Discussion: None.

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

The motion carried.

15C-0095 – ALDERPERSONS' COMMENTS

Comments – Fach thought Mr. Grosshans brought up a very valid question as to why there were no alerts sent out. He questioned why Nixle wasn't used.

Deer Crossing Signs – Fach recommended installing some deer crossing signs on the stretch of highway between Molitor's Garage and the former Ron's Amoco. He feels this is an area where people don't expect to see deer crossing with the steep cut. Bernstein agreed.

Editorial – Fach referred to a recent editorial in the Telegraph Herald which talked about transparency. The article mentions governments publically posting the details of labor contracts well before a vote is taken. Fach feels this would be good for Galena. He is in favor of sharing that information with the community in a good timely measure prior to action so they can know what's going on.

Comments– Greene felt Grosshans had a good idea. He feels it is fortunate that we had no injuries. All did an excellent job over the past 3 days.

Thank you – Kieffer stated a lot of people did a lot of work over the last few days and it is very appreciated.

Train Derailment – Lincoln thanked all involved with the incident. Chief, Randy Beadle, put in a lot of hours. Different agencies came in and worked together.

Painter commended Mark Moran for doing a great job stating we are lucky this happened 4 miles outside of town. She advised she had the opportunity to attend the briefings on both Thursday night and Friday morning.

Public Meeting – Painter was in favor of talking with BNSF Railroad to see if we can have the opportunity for a public question and answer session. She feels people would appreciate that. She added she was pleased to hear that the Fire Department did a training about 4 months ago

with BNSF. She is pleased that the Fire Department isn't waiting for something to happen but are well trained and always looking ahead.

Pedestrian Signs – Bernstein advised a while back she had requested new pedestrian crossing signs at Highway 20. She would be in favor of an educational piece in the paper with regard to signage and a reminder to people of their responsibility.

Thank you – Bernstein thanked all involved with the recent train derailment. She would like to see the city be proactive in the need to explore, as quickly as possible, what can be done to draw attention to the fact that this is a nationwide problem and needs a solution.

15C-0096 – CITY ADMINISTRATOR'S REPORT

Union Contracts – Moran advised all union contracts are currently on the website under "Open Government".

Train Derailment – Moran reported the following:

- 1) Site status
 - a) All fires extinguished
 - b) Train traffic resumed at 9:45 a.m. today
 - c) About six rail cars are still in the impacted area
 - d) Crude is being vacuumed from the cars and from the ground
 - e) A temporary levee is being constructed to protect the recovery area from expected rising water
 - f) Soil contamination is present, some cleaned, remainder will be cleaned
 - g) No adverse impacts found with ongoing air and water sampling
 - h) Days of work remaining

- 2) Incident Management
 - a) Fire Department established incident command from the beginning and remain part of the unified command today.
 - b) The response by the FD and all first responders has been excellent
 - c) Incredible amount of support has been provided from resources at all levels
 - d) Excellent test of preparedness and response
 - i) Trained with BNSF
 - ii) Were in the process of scheduling training provided by BNSF at the Security and Emergency Response Training Center in Pueblo, Colorado –will undertake in future
 - iii) NIMS

- 3) Costs
 - a) Met with federal IMA and are working to document our expenses and damages
 - i) Personnel
 - ii) Vehicles and other equipment
 - iii) Supplies
 - iv) Damage to bike trail, roads, depot park area
 - v) Commitment from BNSF CEO through Congresswoman Bustos to cover costs

- 4) Bustos
 - a) Communicated our experience and concerns to Congresswoman Bustos today
 - i) She expressed a sense of urgency with the issue of rail safety pertaining to crude
 - ii) She sees her role as regulatory and legislative

- iii) She believes best practices in terms of rail safety should be mandatory
 - iv) She understands the need for funding for more training and equipment for crude related emergencies
 - b) City council and other county officials will have to decide how to communicate concerns
- 5) Preparedness
 - a) Jo Daviess Emergency Management Agency—Chuck Pederson
 - i) Working on a grant for a commodities flow study to track shipments of hazardous cargo
 - ii) Will soon be updating the Emergency Operations Plan for the county
 - iii) Public meeting to review this incident and discuss risks and preparedness with the public (emergency management officials and BNSF to attend)
- 6) Website
 - a) Will continue to post press releases and links to online updates on city website

Chief Randy Beadle – Thanked Mayor Renner and Mark Moran for their help. He commended his department for a job well done. It is his commitment to not allow them to leave this site until it is cleaned up right. He feels confident the railroad will be behind us every step of the way. He will continue to keep training his guys and doing the best to make sure the city is safe.

15C-0097 – MAYOR’S REPORT

Thank you – Mayor Renner stated he can’t begin to thank everyone involved with the recent train derailment. When word was put out the first responders were on the scene. Safety came first and no one got hurt. It was like a swarm of bees coming together. All did an excellent job. Mayor Renner thanked City Staff, the businesses who brought food and those that allowed units to park in their parking lots. He couldn’t be prouder of the Galena Fire Department and the entire town. Together with the county he hopes to throw a lot more weight for better regulation and routing. Congresswoman Bustos is working diligently on that as well. Thank you to all!

15C-0098 – MOTION FOR EXECUTIVE SESSION

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

- Employee hiring, firing, compensation, discipline and performance, Section 2 (c) (1)

Discussion: None.

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

The motion carried.

The meeting recessed at 7:43 p.m.

The meeting reconvened at 7:46 p.m.

14C-0312 – DISCUSSION AND POSSIBLE ACTION ON EMPLOYEE GRIEVANCE

Motion: Painter moved, seconded by Fach, to reconsider the discussion and possible action on employee grievance due to new information.

Discussion: None.

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

The motion carried.

Motion: Painter moved, seconded by Kieffer, to rescind the decision to terminate Officer Don Barklow and accept his letter of resignation dated March 5, 2015 pursuant to the settlement agreement and release of all claims.

Discussion: None.

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

The motion carried.

15C-0099 - ADJOURNMENT

Motion: Kieffer moved, seconded by Bernstein to adjourn.

Discussion: None.

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

The motion carried.

The meeting adjourned at 8:05 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF 16 MARCH 2015

15C-B001 – CALL TO ORDER

Mayor Terry Renner called the special meeting to order at 5:00 p.m. in the Board Chambers at 101 Green Street on 16 March 2015.

15C-B002 – ROLL CALL

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

15C-B003 – ESTABLISHMENT OF QUORUM

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

15C-B004 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

NEW BUSINESS

15C-B005 – REVIEW OF PROPOSED FY 2015-16 OPERATING BUDGET

Mark Moran, City Administrator, gave a brief PowerPoint presentation and overview of the proposed Fiscal Year 2015-2016 Operating Budget highlighting the following:

1. Budget Goals
2. Budgeting Methodology—Zero Based Budgeting
3. Budget Summary
4. Revenue Assumptions
5. Projected Fund Balances
6. Capital Projects and Expenses
7. Street Improvement Sales Tax
8. Debt Summary
9. Staffing and Compensation
10. Pending Budget Issues

Discussion: If the EMS Special Service Area would pass, the budget would have to be adjusted. Right now EMS is moving forward with the \$6.00 per person as in previous years.

Bernstein questioned the \$5,000 cost for the website for Turner Hall. She questioned if that could be directed in any way through our current website. Moran advised we would only be paying for what they do. The idea is to keep it unique. The website can be used to expand Turner Hall through marketing. Weddings have become a growing part of the use of the building.

Moran was unsure how Galena compares to Dubuque in food and beverage taxes.

Moran explained the possible LGDF cuts being proposed by the Governor. If that were approved, the City would lose approximately \$170,000 in revenues. There is a possibility the amount will be less but at this point we don't know.

Council discussed and agreed review the budget prior to the public hearing.

15C-B006 – REVIEW OF BUDGET PROCESS SCHEDULE

Moran presented an outline of the proposed budget schedule. The public hearing has been set for Monday, March 23, 2015 with a second work session scheduled for April 6, 2015 if necessary.

15C-B007 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 6:00 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: March 5, 2015

RE: Parking for Police Department

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

I am attaching a proposed ordinance with changes to the on-street parking around the Police Department. With the front entrance of the department moving to Bench Street in April, the staff and I propose to change the two spaces immediately across the street from the entrance on Bench Street to 30-minute spaces during business hours. The existing 15-minute space on Main Street in front of the department would be returned to three-hour parking the same as the rest of the block.

We believe this arrangement will improve parking access to the Police Department for the general public.

Please feel free to contact me with any questions.

Ordinance #15-_____

AN ORDINANCE AMENDING CHAPTER 79 OF THE CODE OF ORDINANCES OF THE CITY OF GALENA

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

SECTION I: CHAPTER 79, SCHEDULE II. "PARKING TIME LIMITED," shall be amended to include the following limited time parking zone to be inserted in the existing schedule in alphabetical order by street name:

Street	Location	Limitations
North Bench Street	Two spaces in front of 306 North Bench Street	30-minute parking from 8:00 a.m. to 4:30 p.m., weekends and certain holidays excepted

SECTION II: CHAPTER 79, SCHEDULE II. "PARKING TIME LIMITED," shall be amended to delete the following limited time parking zone:

Street	Side	Limitations
North Main Street	One parking space on the west side in front of 312 North Main Street	15-minute parking from 8:00 a.m. to 4:30 p.m., weekends and certain holidays excepted

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

SECTION IV: Passed on this ____ day of _____, A.D., 2015, in open session.

AYES:

NAYS:

TERRY RENNER, MAYOR

ATTEST:

MARY BETH HYDE, CITY CLERK

MEMORANDUM

TO: Honorable Mayor Renner and City Council
FROM: Janelle Keeffer, Facilities Manager
DATE: March 18, 2015
RE: Pool Hours, Rates, and Wages

Following please find the proposed schedule, hours, rates and employee wages for the 2015 pool season.

2015 SCHEDULE AND HOURS

The last day of Galena Public School is tentatively set for Thursday, May 28. We would like to open the pool for the season on Sunday, May 31. The last day of pool operation would be Sunday, August 16. School resumes Wednesday, August 19.

MONDAY – FRIDAY

ADULT LAP SWIM	12:00 PM – 1:00 PM
OPEN SWIM	1:00 PM – 7:00 PM

SATURDAY - SUNDAY

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

LESSONS: JUNE 8 – JULY 31

MONDAY THRU FRIDAY

Parent-Child Aquatics (4 days), July 6-9	6:00 PM – 7:00 PM
Children ages 3 - 18 (two week sessions)	9:00 AM – 11:55 AM
Adults (1 Week), date TBA based on interest	7:00 PM – 8:00 PM

Continued...

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.

Operations Manager	\$14.25
Pool Supervisor	\$10.50
Concession Supervisor	\$10.75
Certified Lifeguard	\$ 7.75 - \$9.75
Cashier	\$ 7.75 - \$9.50
Concession Staff	\$ 7.75 - \$9.50
Swimming Lessons Coordinator	\$14.98
Swimming Lessons Assistant	\$10.50
Swimming Lessons Instructor	\$ 7.75 - \$9.50

POOL RATES

I propose all rates remain the same as posted in 2014.

<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 May 29
	\$30.00 May 31 and after

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

POOL PARTIES

In 2014, we reserved the pool on Fridays from 7-9 pm for private pool parties. The rate for a pool party was set at \$125. Every Friday for the season was booked with the exception of one Friday cancellation due to weather. We are extremely happy with the success and popularity of the pool parties and look forward to offering this option again this year.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: March 4, 2015

RE: Janitorial Services Agreement

Last winter, we obtained bids for janitorial services at the new City Hall and the public restrooms at City Hall, Grant Park, and Recreation Park. We subsequently entered into a contract with Mary Halstead for janitorial services at each location. The contract expires on April 30. I am writing to propose the renewal of the contract for a second year.

I would characterize the service from Mary as exceptional. She has offered to continue with the same scope for the same fees. The fees are listed in Table 1 below.

Table 1. Janitorial Contract Amounts

Facility	Mary Halstead Fees Per Month
City Hall	\$480
Public Restrooms	\$450
South Recreation Park Restrooms	\$450
North Recreation Park Restrooms	\$450
Grant Park Restrooms	\$450

I am attaching the proposed agreement to extend the contract with Mary Halstead through April 30, 2016.

INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES

BETWEEN THE CITY OF GALENA AND MARY HALSTEAD

This agreement, made and entered into this ____ day of _____, 2015, by and between Mary Halstead, 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. Contractor shall provide janitorial services for the City. Said services shall involve the cleaning of the following City facilities:
 - a. City Hall, 101 Green Street
 - b. Public Restrooms, 101 Green Street
 - c. North public restrooms at Rec Park, Field Street
 - d. South public restrooms at Rec Park, Field Street
 - e. Public restrooms at Grant Park, Park Avenue
2. City agrees to engage the services of Contractor and agrees to pay Contractor for services at the rates listed below for each individual facility:
 - a. City Hall, 101 Green Street (\$480 per month)
 - b. Public Restrooms, 101 Green Street (\$450 per month)
 - c. North public restrooms at Rec Park, Field Street (\$450 per month)
 - d. South public restrooms at Rec Park, Field Street (\$450 per month)
 - e. Public restrooms at Grant Park, Park Avenue (\$450 per month)
3. The above-stated rates are to continue in force and effect for the periods commencing and concluding as follows:
 - a. City Hall, 101 Green Street (May 1, 2015-April 30, 2016)
 - b. Public Restrooms, 101 Green Street (May 1, 2015-April 30, 2016)

- c. North public restrooms at Rec Park, Field Street (May 1, 2015-April 30, 2016)
 - d. South public restrooms at Rec Park, Field Street (May 1, 2015-April 30, 2016)
 - e. Public restrooms at Grant Park, Park Avenue (May 1, 2015-April 30, 2016)
4. Contractor shall clean each facility in accordance with the schedule attached hereto and made part hereof as Exhibit A.
 5. 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, rooms, kitchen, 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. An inventory of fixtures to be cleaned is provided as Exhibit B, attached hereto and made part hereof. The specific cleaning requirements for each facility are described in Exhibits C and D, attached hereto and made part hereof.
 6. 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.
 7. Contractor must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.
 8. 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.
 9. 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.
 10. 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.
11. 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.
 12. 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), attached as Exhibit E.
 13. This agreement may be terminated with 30 days written notice by either party.
 14. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
 15. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
 16. 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: _____

Exhibit A: City of Galena Public Buildings Cleaning Schedule

Facility	Address/Location	Season	Days Per Week	Weekly Schedule	Approximate Sq. Feet
City Hall	101 Green Street	Annual	2	Tuesday and Friday (or Sat/Sun)	7,000
Public Restrooms	101 Green Street	Annual	7	Daily	360
South Recreation Park Restrooms	Field Street	Mid-April-Mid-October	7	Daily	300
North Recreation Park Restrooms	Field Street	Mid-April-Mid-October	7	Daily	430
Grant Park Restrooms	Park Avenue	Mid-April-Mid-October	7	Daily	504

Exhibit B: City of Galena Public Buildings Inventory of Fixtures

Fixtures	City Hall	101 Green Street Pubic Restrooms	North Rec Park	South Rec Park	Grant Park
Sinks	3	4	4	3	4
Toilets	2	4	4	4	5
Urinals	0	2	3	2	2
Mirrors	2	4	4	4	4

Exhibit C: City of Galena City Hall Cleaning Requirements

CITY HALL	Task	City Hall 101 Green Street
Daily	Dust to remove all cobwebs.	X
	Dust all desks, table tops, and other horizontal surfaces.	X
	Damp mop all tile and concrete floors with a disinfectant solution.	X
	Vacuum all carpet floors and rugs. Clean spots prior to vacuuming.	X
	Spot clean doorknobs, doorjambes, and walls.	X
	Damp wipe vinyl chairs.	X
	Wash clean and dry mirrors. Dust frame of mirrors.	X
	Wash and dry all sinks inside and out and polish the metal fixtures.	X
	Clean all restroom toilets with disinfectant solution.	X
	Refill all dispensers, including soap, toilet paper, and paper towel.	X
	Empty office recycling and trash containers into centralized containers.	X
	Other general cleaning as may be required to maintain a clean and orderly interior.	X

Exhibit D: City of Galena Public Restroom Cleaning Requirements

PUBLIC RESTROOMS	Task	101 Green Street	North Rec Park	South Rec Park	Grant Park
Daily	Dust to remove all cobwebs	X	X	X	X
	Damp mop all floors with a disinfectant solution.	X	X	X	X
	Spot clean all stall partitions, knobs, doorjambes, and walls.	X	X	X	X
	Wash clean and dry mirrors. Dust frame of mirrors. Clean light bulbs.	X	X	X	X
	Wash and dry all sinks inside and out and polish the metal fixtures.	X	X	X	X
	Wash and dry drinking fountain.	X	X		
	Clean all restroom toilets and urinals with disinfectant solution.	X	X	X	X
	Refill all dispensers, including soap, toilet paper, and sanitary napkin.	X	X	X	X
	Empty, spray with disinfectant, and wipe dry all sanitary napkin disposal containers.	X	X	X	X
	Other general cleaning that may be required to maintain a clean and orderly appearance.				
Quarterly	Complete wash, clean and dry all restroom walls and partitions. Stainless steel to be polished.	X			X
Bi-annually	Machine wash and scrub floors.	X			

Exhibit E

HUMAN RIGHTS (775 ILCS 5/) Illinois Human Rights Act.

(775 ILCS 5/2-105) (from Ch. 68, par. 2-105)

Sec. 2-105. Equal Employment Opportunities; Affirmative Action.

(A) Public Contracts. Every party to a public contract and every eligible bidder shall:

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(B) State Agencies. Every State executive department, State agency, board, commission, and instrumentality shall:

(1) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(2) Provide such information and assistance as the Department may request.

(3) Establish, maintain, and carry out a continuing affirmative action plan consistent with this Act and the regulations of the Department designed to promote equal opportunity for all State residents in every aspect of agency personnel policy and practice. For purposes of these affirmative action plans, the race and national origin categories to be included in the plans are: American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander. This plan shall include a current detailed status report:

(a) indicating, by each position in State service, the number, percentage, and average salary of individuals employed by race, national origin, sex and disability, and any other category that the Department may require by rule;

(b) identifying all positions in which the percentage of the people employed by race, national origin, sex and disability, and any other category that the Department may require by rule, is less than four-fifths of the percentage of each of those components in the State work force;

(c) specifying the goals and methods for increasing the percentage by race, national origin, sex and disability, and any other category that the Department may require by rule, in State positions;

(d) indicating progress and problems toward meeting equal employment opportunity goals, including, if applicable, but not limited to, Department of Central Management Services recruitment efforts, publicity, promotions, and use of options designating positions by linguistic abilities;

(e) establishing a numerical hiring goal for the employment of qualified persons with disabilities in the agency as a whole, to be based on the proportion of people with work disabilities in the Illinois labor force as reflected in the most recent decennial Census.

(4) If the agency has 1000 or more employees, appoint a full-time Equal Employment Opportunity officer, subject to the Department's approval, whose duties shall include:

(a) Advising the head of the particular State agency with respect to the preparation of equal employment opportunity programs, procedures, regulations, reports, and the agency's affirmative action plan.

(b) Evaluating in writing each fiscal year the sufficiency of the total agency program for equal employment opportunity and reporting thereon to the head of the agency with recommendations as to any improvement or correction in recruiting, hiring or promotion needed, including remedial or disciplinary action with respect to managerial or supervisory employees who have failed to cooperate fully or who are in violation of the program.

(c) Making changes in recruitment, training and promotion programs and in hiring and promotion procedures designed to eliminate discriminatory practices when authorized.

(d) Evaluating tests, employment policies, practices and qualifications and reporting to the head of the agency and to the Department any policies, practices and qualifications that have unequal impact by race, national origin as required by Department rule, sex or disability or any other category that the Department may require by rule, and to assist in the recruitment of people in underrepresented classifications. This function shall be performed in cooperation with the State Department of Central Management Services.

(e) Making any aggrieved employee or applicant for employment aware of his or her remedies under this Act.

In any meeting, investigation, negotiation, conference, or other proceeding between a State employee and an Equal Employment Opportunity officer, a State employee (1) who is not covered by a collective bargaining agreement and (2) who is the complaining party or the subject of such proceeding may be accompanied, advised and represented by (1) an attorney licensed to practice law in the State of Illinois or (2) a representative of an employee organization whose membership is composed of employees of the State and of which the employee is a member. A representative of an employee, other than an attorney, may observe but may not actively participate, or advise the State employee during the course of such meeting, investigation, negotiation, conference or other proceeding. Nothing in this Section shall be construed to permit any person who is not licensed to practice law in Illinois to deliver any legal services or otherwise engage in any activities that would constitute the unauthorized practice of law. Any representative of an employee who is present with the consent of the employee, shall not, during or after termination of the relationship permitted by this Section with the State employee, use or reveal any information obtained during the course of the meeting, investigation, negotiation, conference or other proceeding without the consent of the complaining party and any State employee who is the subject of the proceeding and pursuant to rules and regulations governing confidentiality of such information as promulgated by the appropriate State agency. Intentional or reckless disclosure of information in violation of these confidentiality requirements shall constitute a Class B misdemeanor.

(5) Establish, maintain and carry out a continuing sexual harassment program that shall include the following:

(a) Develop a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the agency's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. The policy shall be reviewed annually.

(b) Post in a prominent and accessible location and distribute in a manner to assure notice to all agency employees without exception the agency's sexual harassment policy. Such documents may meet, but shall not exceed, the 6th grade literacy level. Distribution shall be effectuated within 90 days of the effective date of this amendatory Act of 1992 and shall occur annually thereafter.

(c) Provide training on sexual harassment prevention and the agency's sexual harassment policy as a component of all ongoing or new employee training programs.

(6) Notify the Department 30 days before effecting any layoff. Once notice is given, the following shall occur:

(a) No layoff may be effective earlier than 10 working days after notice to the Department, unless an emergency layoff situation exists.

(b) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must notify each employee targeted for layoff, the employee's union representative (if applicable), and the State Dislocated Worker Unit at the Department of Commerce and Economic Opportunity.

(c) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must conform to applicable collective bargaining agreements.

(d) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur should notify each employee targeted for layoff that transitional assistance may be available to him or her under the Economic Dislocation and Worker Adjustment Assistance Act administered by the Department of Commerce and Economic Opportunity. Failure to give such notice shall not invalidate the layoff or postpone its effective date.

As used in this subsection (B), "disability" shall be defined in rules promulgated under the Illinois Administrative Procedure Act.

(C) Civil Rights Violations. It is a civil rights violation for any public contractor or eligible bidder to:

(1) fail to comply with the public contractor's or eligible bidder's duty to refrain from unlawful discrimination and discrimination based on citizenship status in employment under subsection (A)(1) of this Section; or

(2) fail to comply with the public contractor's or eligible bidder's duties of affirmative action under subsection (A) of this Section, provided however, that the Department has notified the public contractor or eligible bidder in writing by certified mail that the public contractor or eligible bidder may not be in compliance with affirmative action requirements of subsection (A). A minimum of 60 days to comply with the requirements shall be afforded to the public contractor or eligible bidder before the Department may issue formal notice of non-compliance.

(D) As used in this Section:

(1) "American Indian or Alaska Native" means a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment.

(2) "Asian" means a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

(3) "Black or African American" means a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(4) "Hispanic or Latino" means a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

(5) "Native Hawaiian or Other Pacific Islander" means a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

(Source: P.A. 97-396, eff. 1-1-12.)

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: March 19, 2015

RE: Casey's Annexation Agreement

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

On January 12, you voted to approve the resolution to execute an annexation agreement with Casey's Retail Corporation. During the discussion of the agreement, staff noted a couple of issues with the draft agreement proposed by Casey's. The issues were the proposed waiver of the one-time initial liquor license fee and the City guaranteeing that the water and sewer mains are extended to the Casey's property. The staff indicated that we would return the resolution to the council for final action on these issues after additional discussion with Casey's. We have just completed our discussions and I am presenting an amended annexation agreement that addresses both issues.

In the amended agreement, Casey's would agree to pay all applicable liquor license fees. This would include the one-time initial fee. The agreement also clarifies that alcohol could be sold for consumption off premises only. The first draft mistakenly stated that alcohol could be sold consumption on or off premises.

As a result of investigations by American Water and Casey's engineer, we have concluded with good certainty that water and sewer pipes have been extended to the boundary of the Casey's property. However, these lines were privately installed and have not been tested or accepted by the City. Since they are not part of the City system at this time, the statement that the City water and sewer system extends to the Casey's property has been removed from the amended annexation agreement. The amended agreement also clarifies that Casey's is responsible for all costs associated with connecting to the City system and that the new system must meet all applicable standards prior to being connected and accepted.

All references to Casey's being the contract purchaser have also been removed since the corporation expects to be the owner of the property at the time the agreement is executed.

Our understanding is that Casey's is agreeable to the agreement as presented.

ANNEXATION AGREEMENT

THIS AGREEMENT is made on or as of the _____ day of _____, 2015, by and between the **CITY OF GALENA, an Illinois Municipal Corporation** (the “City”) and **Casey’s Retail Company, an Iowa corporation** (the “Owner”) and its grantees, heirs, successors or assigns.

RECITALS

- A. Owner holds title to the Property hereinafter more particularly described in “Exhibit A.” Section 11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality.
- B. Section 11-15.1-2.1 of the Illinois Municipal Code provides that the property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances, control and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality’s corporate limits.
- C. The Owner proposes to enter into an annexation agreement with the City for the Property and annex to the City upon completion of the construction of a Casey’s General Store on the Property.
- D. The City agrees to initiate the process to annex the Property and the process to rezone the Property to General Commercial District upon completion of the construction of a Casey’s General Store on the Property. The annexation of the Property is pursuant to authority granted to the Galena City Council and the rezoning of the Property is pursuant to the authority granted to the City of Galena Zoning Board of Appeals and the Galena City Council.

- E. Given the proximity of the Property to the City and the contemplated provision of City utilities to the Property, the development will have a greater impact on the City than upon any other unit of local government having the authority to undertake regulation of those operations.
- F. The City has determined that the annexation of the Property will further the orderly growth of the City and serve its best interests.
- G. On January 12, 2015, after duly published notice, the City Council of the City conducted a public hearing on this Agreement in accordance with applicable law. A resolution was subsequently adopted authorizing the Mayor to execute this Annexation Agreement.
- H. All notices required by 65 ILCS 5/7-1-1, were sent to the appropriate agencies.
- I. The Owner is requesting the Property be annexed to the City of Galena, subject to and conditioned upon the Property being re-zoned to General Commercial.
- J. Performance by both the Owner and the City of their respective obligations under this Agreement is critical to the health, safety and welfare of the general public, and to the enjoyment and use of property located in the vicinity of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owner agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

1.1 **Incorporation of Recitals.** The recitals herein above set forth are incorporated into and made a part of this Agreement.

1.2 **Incorporation of Exhibits.** The exhibits attached hereto are incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 **Definitions.** As used in this Agreement, the following terms shall have the meaning set forth opposite each of them except where the use or context clearly indicates that a different meaning is intended:

2.1.1 **“Agreement”** or **“this Agreement”** shall mean this Annexation Agreement between the City and the Owner.

2.1.2 **“City”** means the City of Galena, a municipal corporation organized and existing under the laws of the State of Illinois and located in Jo Daviess County, Illinois.

2.1.3 **“County”** means the County of Jo Daviess, a county government organized and existing under the laws of the State of Illinois.

2.1.4 **“Owner”** means Casey’s Retail Company, an Iowa corporation, and its grantees, heirs, successors or assigns.

2.1.5 **“Property”** means the real property legally described on “Exhibit A,” that being Jo Daviess County parcel numbers 22-000-067-00 and 22-000-069-10.

2.1.6 **“Zoning Code”** means the City of Galena Zoning Ordinance found at Chapter 154 of the Galena Code of Ordinances of the City.

ARTICLE III

ANNEXATION AND ZONING OF THE PROPERTY

3.1 **Submission of Petition to Annex.** On December 18, 2014, the Owner submitted a petition to the City to enter into an annexation agreement and annex the Property to the City. Pursuant to 65 ILCS 5/7-1-8, the Petition for Annexation was signed by all of the owners of record of the land within the proposed district. No electors reside within the district.

3.2 **Adoption of Ordinances Addressing Zoning Matters.** Not less than 60 days following the completion and occupancy of a Casey's General Store on the Property, the City shall file an application to initiate, without cost to the Owner, the process of rezoning the Property from Limited Agricultural District to General Commercial District. The rezoning process shall proceed in accordance with the regular schedule of the Galena Zoning Board of Appeals and the Galena City Council. The Owner agrees to fully cooperate in the process rezoning the Property. In the event the City elects not to rezone the property to General Commercial District, the Owner shall have the option of terminating this Agreement without penalty or recourse by the City and the City shall not annex the Property in accordance with this Agreement.

Owner retains the right to petition to amend the zoning classification of the Property to be reasonably consistent with future developments in areas adjacent to the Property in accordance with the Zoning Code and to comply with future Zoning Code amendments and amendments to the City's Comprehensive Plan and without amendment of this Agreement. City shall in due and normal course process each request of Owner to amend the zoning classification of the Property in accordance with procedures under the Zoning Code.

3.3 **Annexation of the Property.** Not less than 60 days following the completion and occupancy of a Casey's General Store on the Property, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement. In particular and

without limitation, the City shall pass and approve an ordinance annexing the Property to the City, and prepare and serve any notices as may be required for any township road district, fire protection district, library district, or other districts or officials as required by law. The City shall record as necessary the ordinance annexing the Property and record or file any other documents as may be necessary to effectuate the terms of this Agreement. Owner shall submit an annexation plat including a legal description of the Property and depicting the relationship of the boundaries of the Property prior to its annexation to the then-existing corporate limits of the City. All other annexation costs shall be at the expense of the City.

It is understood that the Owner will be responsible for any and all road improvements or construction costs associated with Red Gates Road. The City will not be responsible for widening the road, or adding any turning lanes.

The Owner will deal with the Illinois Department of Transportation as it pertains to the stoplights at the intersection of Highway 20 and Red Gates Road, and any timing issues that may exist.

3.4 **Use of the Property Prior to Annexation.** Until the City annexes the Property as provided in Section 3.3 of this Agreement, the City and Owner agree that the Property may be developed as a Casey's General Store in accordance with and consistent with the terms of approval granted by the Jo Daviess County Board on December 10, 2014 and with any associated development permits and building permits issued by Jo Daviess County. It is agreed that the development of the property may proceed in accordance with the plans and specifications titled "Casey's General Store, Galena, Illinois, W. Red Gates Road & U.S. Route 20," Project Number 14012, attached hereto and made part hereof as Exhibit B.

ARTICLE IV

PERMITS AND LICENSES

4.1 In the period prior to the approval of an ordinance annexing the Property to the City, the Owner shall at its sole cost and expense acquire any and all licenses or permits which may be required by applicable ordinances of the County for construction of any buildings or development work on the Property. The County shall control the plan review, permitting, and inspection processes for the development of the Property.

4.2 The Owner shall at its sole cost and expense acquire the following licenses or permits required by the City for the connection to the sanitary sewage collection, treatment, and disposal system and potable water supply system, to wit: to connect to the City's sanitary sewer system, \$1,050.00; to connect to the City's water supply and distribution system, \$1,050.00; and \$200.00 for a water meter. Except for the costs of the foregoing, the City agrees that it will not charge the Owner for any other fees associated with the City's review or approval of plans or development of the Property. The Owner shall also at its sole cost and expense acquire any land development, water, or sewer permits that may be required by any state or federal statutes or regulations.

4.3 Upon the submittal of a complete application by the Owner, the City agrees to issue a Class B Liquor License to permit the retail sale of alcoholic liquor, wine, beer and ale, for consumption off premise only. Said license shall be reviewed and approved in accordance with Chapter 111 of the Galena Code of Ordinances. The Owner agrees to pay the following fees associated with the liquor license: an initial application fee of \$5,625.00 and an annual license fee of \$1,125.00; provided, however, the annual license will be prorated to the date of its issuance.

In the event that the City does not issue the Class B Liquor License to the Owner, the City shall forthwith refund the \$5,625.00 application fee to the Owner. Further, in the event the City does not issue the Class B Liquor License to the Owner, the Owner shall have the option of terminating this Agreement without penalty or recourse by the City and the City shall not annex the Property in accordance with this Agreement.

ARTICLE V

SANITARY SEWER SERVICE

5.1 The City represents and warrants that it owns, operates and maintains a sanitary sewage collection, treatment, and disposal system within its borders.. City further represents and warrants that said sanitary sewer system is sufficient in all respects, including capacity, to serve the Property and its intended use. All buildings on the Property that are required by building code to have sanitary sewer facilities shall be connected to the public sewer system and shall not be permitted to utilize septic treatment or other alternative treatment or containment systems. Any costs associated with physically connecting the City sanitary system to the Property shall be paid by the Owner including any state or federal permit fees. Prior to final connection the sanitary sewer line must meet all city, state, and federal guidelines and regulations.

5.2 Subject to the limitations set forth herein, the Owner shall have the right to connect to and use such sanitary sewer system of the City without any recoupment fees. Prior to the issuance of a connection permit, Owner shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of the execution of this Agreement. Should the Property not be annexed at the time of connection to the sanitary sewer system, Owner shall be subject to a one-hundred percent (100%) monthly surcharge for usage as set forth in Galena City Code of Ordinances, Section 51.008. The surcharge shall not apply when the Property is annexed to the City.

5.3 The Owner shall provide the City with an easement, the terms of which shall be mutually agreeable to the parties, for any addition to the public sewer system, such as a manhole, that must be located on the Property because it cannot practically be located in the public right-of-way or on public property.

5.4 Owner acknowledges and agrees that should a new sanitary lift station(s), pump system(s), or forced system(s) be required to exclusively serve the Property, the lift station(s), pump system(s), or forced system(s) shall be located on the Property, be the property of the Owner, and be installed and maintained at the sole cost and expense of Owner.

5.5. In the event the City elects not to rezone the Property to General Commercial District, and the Owner then elects to void this Agreement, the Owner shall be entitled to remain connected to the City sanitary sewer system subject to the monthly surcharge described in Section 5.2 of this Agreement.

ARTICLE VI

POTABLE WATER SERVICE

6.1 The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders. City further represents and warrants that said water supply and distribution system is sufficient in all respects, including capacity, to serve the Property and its intended use. All buildings, equipment and systems on the Property that are required by building code to have water service shall be connected to the potable water supply system and shall not be permitted to connect to private wells or other private water systems. Any costs to physically connect the City water system to the Property shall be paid by the Owner including any state or federal licensing or permit fees. Prior to final connection the water line must meet all city, state, and federal guidelines and regulations.

6.2 Subject to the limitations set forth herein, the Owner shall have the right to connect to and use the potable water supply system of the City without any recoupment fees. Prior to the issuance of any potable water supply system connection permit, Owner shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of the execution of this Agreement. Should the Property not be annexed at the time of connection to the potable water supply system, Owner shall be subject to a one-hundred percent (100%)

surcharge for monthly usage as set forth in Galena City Code of Ordinances, Section 51.008. The surcharge shall not apply when the Property is annexed to the City.

6.3 Owner shall provide the City with an easement, the terms of which shall be mutually agreeable to the parties, for any addition to the public water supply system, such as a valve, that must be located on the Property because it cannot practically be located in the public right-of-way or on public property.

6.4. In the event the City elects not to rezone the Property to General Commercial District, and the Owner then elects to void this Agreement, the Owner shall be entitled to remain connected to the City water supply system subject to the monthly surcharge described in Section 6.2 of this Agreement.

ARTICLE VII

TERM

7.1 This Agreement shall be binding upon the parties and their respective grantees, heirs, successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by City ordinance. If any of the terms of this Agreement are challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall be included in calculating said twenty (20) year period.

ARTICLE VIII

GENERAL PROVISIONS

8.1 **Breach and Opportunity to Cure.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement

may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

8.2 Enforcement. The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. Any party to this Agreement by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement or have such other relief for breach of the Agreement as may be authorized by law or in equity. Notwithstanding the foregoing, in the event that the City fails to abide by or fulfill the obligations required of it under this Agreement, then in such event the Property, at the option of Owner, shall be de-annexed from the City. Any litigation initiated by either party for the purpose of seeking enforcement of this Agreement shall be filed in the Circuit Court of Jo Daviess County, Illinois.

8.3 Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Any language of this section which is inconsistent with Illinois law at the time such language is being construed regarding amendment of annexation agreements is hereby agreed by the parties as void.

8.4 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

8.5 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, heirs, successors and permitted assigns.

8.6 **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

8.7 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

8.8 **Severability.** If any provision, covenant or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants or portion of this Agreement are declared to be severable).

8.9 **Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

8.10 **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City:

City of Galena
Attention: City Administrator
101 Green Street Main Street
Galena, Illinois 61036

with a copy to:

City Attorney
101 Green Street
Galena, Illinois 61036

To Owner:

Douglas Beech
Legal Counsel
Casey's General Stores, Inc.
One Convenience Blvd.
Ankeny, Iowa 50021

or to such replacement parties as may from time to time be identified by written notice.

8.11 Mutual Assistance. Subject to provisions of this Agreement requiring payment for or reimbursement to the City for costs by Owner, the City and Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and Owner compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

IN WITNESS WHEREOF, the City and Owner have caused this Annexation Agreement to be executed effective as of the day and year first above written.

CITY OF GALENA:

BY:

Its Mayor

ATTEST:

Its City Clerk

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

The foregoing instrument was acknowledged before me by Terry Renner, City Mayor, and Mary Beth Hyde, City Clerk, this _____ day of _____, 2015.

Notary Public

OWNER:

Casey's Retail Company,
an Iowa corporation,

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

STATE OF IOWA)
) ss.
POLK COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that _____, of Casey's Retail Company, an Iowa corporation, and by _____, _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2015.

Notary Public

PREPARED BY AND RETURN TO:

Joseph Nack
City Attorney
City of Galena
101 Green Street
Galena, IL 61036
815/777-1050

Galena Area Ambulance Special Service Area (SSA) Questions

1. What tax rate is the SSA proposing to levy?

The maximum rate would be \$.10 per \$100 Equalized Assessed Valuation as it appears on a County tax payer's tax bill.

2. Give an example of the annual tax cost to a homeowner. i.e. 150,000 properties with an equalized value of 50,000 would pay how much for the SSA.

$\$50,000/100 = 500 \times .10 = \50.00

3. How much tax revenue does the Ambulance district realize now with the 6.00 per capita rate?

\$50,856. Calculation is based on those properties listed as a primary residence on the 2010 US Census for the District's service area which is the same as the requested SSA.

4. How much will they receive at the proposed property tax rate? This should be a known amount given the property values in the proposed SSA are public record.

Per the County Assessor's Office, the District's Equalized Assessed Valuation for the tax year 2013 less exemptions was \$382,891,896. The \$.10 rate if ever applied would be \$382,892.

The existing county ambulance services that have SSAs, Elizabeth, Hanover and Warren are required to present their budgets to the County Board Finance, Tax & Budget Committee each year. At that meeting the SSAs request a rate between \$.01 and \$.10 per \$100 be set for the next tax year. The same would apply for the District's SSA.

5. If all the tax generated funds are not used annually, where will they go? What would the ceiling be on unused funds?

The funds remain with the SSA. A ceiling would vary based on the SSA's Capital budget. For example, a capital budget would include ambulance, defibrillator and computer replacement costs. The District operates with three ambulances that are replaced after 15 years of service. Thus a new ambulance would be purchased every five years. The price of the two ambulances recently purchased by two of the county SSAs was around \$165,000 each. This price will go up another \$23,000 when the State of Illinois begins requiring a new cot safety system. Replacement defibrillators cost between \$15,000 and \$20,000 each.

Proper budgeting requires building these Capital reserves over the years, not waiting until the purchase is needed. Proper budgeting also requires having a six month cash reserve for general operating expenses.

6. Given that by law, the County Board will be the governing body of the SSA, can any of the tax revenue go for other uses or is it guaranteed to be solely for the use of the SSA. 2005 Illinois 35 ILCS 200/Property tax Code. Article 27 doesn't clearly address this.

No. The County pays the collected tax dollars directly to the Corporation responsible for maintaining the SSA. The Galena Area Emergency Medical Service District is an incorporated 501 c 3 organization. Its Board of Directors are appointed by the governing bodies of the nine Townships and three Municipalities the District services. The District is audited annually by an outside accounting firm who also completes the federal and state tax returns required by law. Copies of the audit are supplied to the twelve board members for delivery to their Township Supervisor and Mayors.

7. Are the rates the same for all properties or do they vary? I.e. Agriculture...Industrial...TIFF districts...etc. With that said what would be the SSA tax obligation for places like Eagle Ridge Inn or Rentech Nitrogen in an actual dollar amount?

See question # 1.

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Accrual Basis

Galena Area Emergency Medical Service District
Profit & Loss Budget Overview
May 2014 through April 2015

	<u>TOTAL</u>
	<u>May '14 - Apr 15</u>
Ordinary Income/Expense	
Income	
410.00 · Fees	
410.08 · Res BLS Emerg. Transport	69,996.00
410.09 · N/R BLS Emerg. Transport	20,496.00
410.10 · Res ALS I Transport	81,000.00
410.20 · N/R ALS I Transport	42,000.00
410.51 · Mileage	33,996.00
Total 410.00 · Fees	247,488.00
420.00 · Village/Township Fees	
420.01 · West Galena Township Fee	2,706.00
420.02 · City of Galena Fee	20,574.00
420.03 · Menominee Township Fee	1.00
420.04 · Scales Mound Village Fee	2,256.00
420.05 · Scales Mound Township Fee	1,476.00
420.06 · Rice Township Fee	1,044.00
420.07 · Guilford Township Fee	6,498.00
420.08 · Village of Menominee Fee	1,488.00
420.09 · Council Hill Township Fee	846.00
420.10 · East Galena Township Fee	4,800.00
420.11 · Rawlins Township Fee	2,424.00
420.12 · Vinegar Hill Township Fee	2,184.00
Total 420.00 · Village/Township Fees	46,297.00
430.00 · Donations	
430.10 · EMS Unrestricted Donations	0.00
430.30 · EMS Restricted Donation - Lions	0.00
430.50 · EMT Restricted Donations	3,000.00
Total 430.00 · Donations	3,000.00
450.00 · Grant Income	0.00
460.00 · EMT Joint Phone	24,000.00
465.00 · Collection Agency Income	4,800.00
Total Income	325,585.00
Expense	
500.00 · Uniforms	
500.10 · Name Tags & Patches	504.00
500.20 · T Shirts & Sweatshirts	996.00
500.40 · Jackets	0.00
500.45 · Pants	2,496.00
500.50 · Damaged Clothing	120.00
Total 500.00 · Uniforms	4,116.00
510.00 · Immunization/Testing	
510.10 · Immunizations	996.00
510.20 · Testing	996.00

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Galena Area Emergency Medical Service District
Profit & Loss Budget Overview
May 2014 through April 2015

	TOTAL
	May '14 - Apr 15
510.30 · Membership Physicals	996.00
Total 510.00 · Immunization/Testing	2,988.00
520.00 · Training & Workshop Fees	
520.10 · Training Fees	2,004.00
520.20 · Training Miscellaneous	504.00
Total 520.00 · Training & Workshop Fees	2,508.00
530.00 · Travel	
530.10 · Travel For Training	1,500.00
530.20 · Travel - Other	504.00
Total 530.00 · Travel	2,004.00
540.00 · Medical Equipment Purchases	0.00
550.00 · Communications Equipment	
550.10 · Radio Purchase	0.00
550.20 · Radio Repair	504.00
550.30 · Pager Purchase	0.00
550.40 · Pager Repairs	504.00
550.50 · Misc. Communications Equipment	0.00
Total 550.00 · Communications Equipment	1,008.00
560.00 · Medical Supplies	
560.10 · BSI Supplies	1,596.00
560.21 · Diabetic Supplies	948.00
560.22 · IV Supplies	900.00
560.23 · Defib/Monitor Supplies	1,500.00
560.24 · Wound Mgt. Supplies	396.00
560.25 · Airway Supplies	1,200.00
560.26 · Immobilization Supplies	1,800.00
560.27 · Bags & Cases	96.00
560.30 · Other Medical Supplies	600.00
560.31 · Diagnostic Equipment	804.00
560.40 · Medications	2,004.00
Total 560.00 · Medical Supplies	11,844.00
565.00 · Fireman Rehab	
565.10 · Fireman Rehab Water	96.00
565.20 · Firemen Rehab Nourishment	96.00
565.35 · Firefighter Miscellaneous	0.00
Total 565.00 · Fireman Rehab	192.00
570.00 · Oxygen	
570.10 · Oxygen Material	2,196.00
570.20 · Oxygen Equipment	120.00
570.30 · Oxygen Tank Annual Lease	900.00
Total 570.00 · Oxygen	3,216.00
580.00 · Ambulance Fuel	4,500.00
581.00 · Ambulance Repairs & Maintenance	

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Galena Area Emergency Medical Service District
Profit & Loss Budget Overview
May 2014 through April 2015

	TOTAL
	May '14 - Apr 15
581-40 · Vehicle Cleaning Supplies	204.00
581.10 · 1-Adam-17 Repair & Maint.	2,004.00
581.20 · 1-Adam-18 Repair & Maint.	2,004.00
581.30 · 1-Adam-20 Repair & Maint.	2,004.00
Total 581.00 · Ambulance Repairs & Maintenance	6,216.00
585.00 · Ambulance Licenses & IDOT Tests	528.00
586.00 · EMT License Application Fees	348.00
590.00 · ACLS Upgrade	2,004.00
700.00 · Office Expense	
700.10 · Printing & Forms	804.00
700.20 · Computer Supplies	1,200.00
700.25 · Computer Software	3,000.00
700.40 · Postage & Shipping	300.00
700.55 · General Office Supplies	696.00
700.61 · Copier Paper	276.00
700.63 · Copy Expenses	804.00
700.64 · Copier Lease Expense	864.00
Total 700.00 · Office Expense	7,944.00
702.00 · Dues, Fees & Subscriprions	
702.20 · Organization Membership Fees	600.00
702.30 · Other Dues & Fees	204.00
Total 702.00 · Dues, Fees & Subscriprions	804.00
705.00 · Insurance	
705.10 · Prop, Auto, Equipt, Liab Ins Ex	7,980.00
705.20 · Umbrella Insurance	2,336.00
705.30 · EMT Sickness/Death Insurance	2,034.00
705.40 · Worker Comp. Ins. Expense	15,000.00
Total 705.00 · Insurance	27,350.00
710.00 · Advertising/Public Relations	
710.10 · Printed Material	348.00
710.20 · Social Functions	600.00
710.30 · Standby Foods	120.00
710.40 · Seasonal Decore	120.00
Total 710.00 · Advertising/Public Relations	1,188.00
715.00 · Legal, Accounting & Billing	
715.10 · Legal Fees	300.00
715.20 · Accounting Fees	5,250.00
715.30 · Billing Fees	21,000.00
Total 715.00 · Legal, Accounting & Billing	26,550.00
720.00 · Utilities	
720.10 · Electricity	3,300.00
720.20 · Natural Gas	1,500.00
720.25 · Phone, Internet & Cable	1,480.00

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Galena Area Emergency Medical Service District
Profit & Loss Budget Overview
May 2014 through April 2015

	TOTAL
	May '14 - Apr 15
720.30 · Cable TV	160.00
720.35 · Internet	0.00
720.40 · Water & Sewer	600.00
720.51 · Wired Phone Service	0.00
720.59 · Cell Phones	3,396.00
Total 720.00 · Utilities	10,436.00
730.00 · Floral Tributes	180.00
740.00 · Landscape	
740.10 · Landscape Supplies	204.00
740.20 · Landscape Maintenance	804.00
Total 740.00 · Landscape	1,008.00
745.00 · Rent	0.00
750.00 · Repairs & Maintenance	
750.10 · General Repairs	996.00
750.40 · Medical Equipment Repair	1,800.00
750.00 · Repairs & Maintenance - Other	10.00
Total 750.00 · Repairs & Maintenance	2,806.00
755.00 · Depreciation Expense	
755.01 · Depreciation Expense - Building	11,340.00
755.02 · Depreciation Expense- Equipment	24,276.00
755.03 · Depreciation Expense- Ambulance	0.00
Total 755.00 · Depreciation Expense	35,616.00
760.00 · EMS Appreciation Party	5,100.00
765.00 · Janitorial Supplies	1,700.00
850.00 · Payroll	
850.10 · Wages	26,400.00
850.20 · SSI - Employer Portion	6,900.00
850.30 · Medicare-Employer Portion	1,704.00
Total 850.00 · Payroll	35,004.00
851.00 · EMS Pay	
851.10 · Weekday Call Hours	
851.11 · EMT-I Weekday Call Hours	9,828.00
851.12 · EMT-B Weekday Call Hours	9,828.00
851.13 · Driver Weekday Call Hours	9,828.00
Total 851.10 · Weekday Call Hours	29,484.00
851.20 · Crew Call Hours	
851.21 · EMT-I Crew Call Hours	8,820.00
851.22 · EMT-B Crew Call Hours	8,820.00
851.23 · Driver Crew Call Hours	8,820.00
Total 851.20 · Crew Call Hours	26,460.00
851.30 · Responses	
851.31 · EMT-I Responses	9,552.00
851.32 · EMT-B Responses	4,776.00

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Galena Area Emergency Medical Service District
Profit & Loss Budget Overview
May 2014 through April 2015

	TOTAL
	May '14 - Apr 15
851.33 · Driver Responses	4,776.00
Total 851.30 · Responses	19,104.00
851.40 · Standbys	
851.41 · EMT-I Standbys	996.00
851.42 · EMT-B Standbys	600.00
851.43 · Driver Standbys	600.00
Total 851.40 · Standbys	2,196.00
851.50 · Volunteer Allowance	0.00
851.55 · Report Writting	3,000.00
Total 851.00 · EMS Pay	80,244.00
875.00 · EMT Restricted Expenses	
875.01 · EMT Pop and Candy	264.00
875.02 · EMT Meeting Meals	1,104.00
875.03 · EMT Office Supplies	120.00
875.04 · EMT Postage	60.00
875.05 · EMT Joint Phone	24,000.00
875.06 · EMT Miscellaneous	420.00
875.07 · EMT Clothing	0.00
Total 875.00 · EMT Restricted Expenses	25,968.00
950.00 · Freight In	252.00
990.00 · Void	0.00
Total Expense	303,622.00
Net Ordinary Income	21,963.00
Other Income/Expense	
Other Income	
470.00 · Interest Income	
470.10 · EMT Restricted Interest Income	348.00
470.20 · EMS Interest Income	72.00
Total 470.00 · Interest Income	420.00
920.00 · Other Income	
920.20 · EMT Miscellandous Other Income	900.00
920.30 · EMS Miscellaneous Other Income	804.00
920.40 · Court Ordered Restitution	0.00
Total 920.00 · Other Income	1,704.00
Total Other Income	2,124.00
Other Expense	
960.00 · Accounts Rec. Writeoffs	
960.10 · Medicare Contractual Allowance	15,000.00
960.20 · Medicaid Contractual Allowance	2,496.00
960.30 · Bad Debt Writeoff-Collection Ag	6,000.00
960.35 · Straight Bad Debt Writeoff	1,500.00
960.40 · Board/EMT/Family Writeoff	996.00
960.50 · Com Ins, W.C. & HMO Cont Allow	1,200.00

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Galena Area Emergency Medical Service District
Profit & Loss Budget Overview
May 2014 through April 2015

	TOTAL
	May '14 - Apr 15
960.60 · Free Care	2,004.00
Total 960.00 · Accounts Rec. Writeoffs	29,196.00
961.00 · Collection Agency Fees	396.00
Total Other Expense	29,592.00
Net Other Income	-27,468.00
Net Income	-5,505.00

CITY OF GALENA, ILLINOIS

101 Green Street • P.O. Box 310 • Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis, City Engineer *AL*

DATE: 3 March 2015

RE: Infrastructure Improvements FY 2015-16
Approval of Unit Prices

Requests for unit costs for crosswalk replacement, sidewalk and curb and gutter repair were sent to three contractors who have completed work for the city in recent years. Results are detailed in the table below. For projects like this which are less than \$10,000 in value, formal bidding is not required.

#	Item	Unit	Quantity	Wienen Concreting		Louie's Trenching		Jackson Concrete	
				Unit Cost	Quantity	Unit Cost	Quantity	Unit Cost	Quantity
1	Remove and replace sidewalk 5 inch thick	SF	100	10.25	1025	10.5	1050	9	900
2	Remove and replace 5 inch thick exposed aggregate sidewalk	SF	100	13	1300	13.5	1350	12	1200
3	Install sidewalk 5 inch thick	SF	50	9.5	475	9	450	8	400
4	Install curb and gutter, 24 inches wide, 6 inch high	SF	50	29.5	1475	33	1650	26	1300
5	Remove and replace curb and gutter, 24 inches wide	LF	50	34	1700	40	2000	32	1600
6	Remove and replace 7 inch thick crosswalk as indicated on attached drawing. Colored type B concrete.	SF	250	62	15,500.00	28	7000	64	16000

This project involves the installation and replacement of various areas of crosswalk, sidewalk and curb and gutter at different locations through Galena. Each year a list of deteriorated areas is compiled and city staff arrange for a repair to be completed on a 'as need' basis. One of the items in need of attention as soon as possible are the downtown crosswalks. Jim Rigdon has already selected two locations on Green Street to be replaced.

The summary table indicates Louie's Trenching Service have provided the best value unit cost for crosswalk replacement while Jackson Concrete are best for sidewalk and curb/gutter replacement.

I recommend the city council approves unit cost from Louie's Trenching Service for crosswalk replacement and Jackson Concrete for repair of sidewalk and curb and gutter.



CITY OF GALENA, ILLINOIS

Taxicab Business License Application

New Application Renewal Application

Applicant Information:

Doing Business As: ECO - CAB LLC

Applicant Name: CONROY BASIL _____
Last First M.I.

Address: 2010 GREEN ST Dubuque IA 52001
City State Zip

Phone #: 815-291-7737 Email Address: CONROYbasil@yahoo.com

Business Address: Same as applicant address _____
Street Address City State Zip

Vehicle Information:

Number of Taxicabs Owned by Applicant: 1

Please complete the following for each taxicab operating under the business:

Vehicle Make	Vehicle Year	Vehicle Color	Vehicle ID Number	License Number
FORD ESCAPE	2011	Yellow	1FMCU0D768KB 36600	DAA 500

Fees:

Please calculate the fees for the taxicab business license and your vehicles and include payment:

Item	Fee Amount	Number	Total Fee
Business License	\$100	1	\$100
Vehicle License	\$25		\$
TOTAL FEE	<u>125</u>		\$

RESOLUTION R15-_____

A RESOLUTION SUPPORTING THE PROTECTION OF THE HEALTH, SAFETY, AND ECONOMIC WELL-BEING OF LOCAL CITIZENS FROM THE POTENTIAL IMPACT OF CRUDE OIL AND OTHER HIGHLY FLAMMABLE MATERIALS RAIL TRAFFIC

A RESOLUTION expressing the deep concern of the City of Galena, Illinois City Council about the threat to life, safety and the environment due to accidents, potential spills and explosions posed by the shipment by rail of highly flammable materials such as crude oil.

WHEREAS, according to the Association of American Railroads (“AAR”) the volume of crude oil shipped by rail has increased from 9,500 carloads in 2008 to 400,000 carloads in 2013; and

WHEREAS, more crude oil was spilled in American rail incidents in 2013 than in the previous four decades combined and recent derailments and explosions have devastated communities in Virginia, North Dakota, Alabama, Illinois and Canada, calling national attention to safety and emergency preparedness issues; and

WHEREAS, possible derailments, spills, explosions and fallout pose a serious threat to our community; and

WHEREAS, the primary source of the crude oil anticipated to be transported by rail through the Galena area and Jo Daviess County is from the Bakken formation, which the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (“PHMSA”) has determined may be more flammable than traditional heavy crude oil. Bakken crude is shipped as a volatile, pressurized, flammable natural gas liquid (NGL).

WHEREAS, crude oil is mainly transported in class DOT-111 rail tanker cars designed for general purpose liquid transport, not for hazardous cargos, even though these railcars lack basic safety measures and despite repeated recommendations from the National Transportation Safety Board over the past 30 years that they not be used for crude oil transport; and

WHEREAS, class DOT-111 railcars are unacceptably dangerous, particularly in light of the state of railroad enforcement, inspection, oversight and safety, highlighted by the testimony of the Chair of the Surface Transportation Board who testified in April, 2014, that “no community is prepared for a worst-case scenario” for crude oil-by-rail disasters; and

WHEREAS, oil tanker cars built since 2011 are designed to the Casualty Prevention Standards (CPC) 1232 and feature higher standards to reduce the risk of puncture, fire and explosion. However, in comments to the PHMSA the AAR “now supports even more [than CPC 1232] stringent standards...retrofits of existing cars...and an aggressive phase-out of cars that

cannot meet retrofit requirements.” The National Transportation Safety Board (NTSB) has stated “We have found that the 1232 is not as robust as needed”; and

WHEREAS, on the afternoon of March 5, 2015, a Burlington Northern Sante Fe (BNSF) freight train carrying approximately 3 million gallons of crude oil in 103 CPC 1232 tanker cars derailed south of Galena, Illinois causing a spill and major fire resulting in an evacuation of a mile area surrounding derailment; and

WHEREAS, the BNSF derailment near Galena threatened environmentally sensitive natural resources including the Galena River, the Mississippi River and adjacent wetlands; and

WHEREAS, in January 2014, the NTSB stated, “Because there is no mandate for railroads to develop comprehensive plans or ensure the availability of necessary response resources, carriers have effectively placed the burden of remediating the environmental consequences of an accident on local communities along the route”; and

WHEREAS, at the same time this burden to protect is being placed on local jurisdictions—many who are struggling to maintain and adequately fund their fire fighters and first responders, let alone provide them with adequate resources to respond to oil fires, explosions and derailments; and

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

SECTION 1. That City of Galena, Illinois City Council urges Congress, the Administration, and private industry, including railroads and energy producers to take a comprehensive approach to keeping our communities safe through steps that prevent rail accidents from occurring, mitigate the risks of wide-spread damage and better prepare communities for responding to incidents.

SECTION 2. That the City of Galena, Illinois City Council urges Congress, the Administration and industry to ensure Bakken crude is appropriately classified according to hazardous material standards so that it is accurately identified and shipped with the appropriate level of caution, so that local governments, citizens, and first responders can better understand and plan for the risks associated with the specific type of fuel being transported near, though, or to, their communities.

SECTION 3. That the PHMSA and the Federal Rail Administration (FRA) work together with the AAR and other stakeholders and experts to quickly implement new safety standards for oil train tanker cars that provide both safety to the public and environment.

SECTION 4. That the PHMSA and FRA should take into consideration the recommendations of the NTSB to require railroads to evaluate the safety and security risks of crude oil train routes and select routes that avoid populous and other sensitive areas, require

railroads to develop comprehensive emergency response plans for worst-case releases resulting from accidents, and require shippers to sufficiently test and properly classify hazardous materials such as crude oil prior to shipment.

SECTION 5. That the PHMSA and FRA should require the stabilization or degasification of all crude oil, removing all NGLs, before shipment by rail.

SECTION 6. That the City of Galena, Illinois City Council urges Congress and industry to make investments in infrastructure improvements and safety technology that can help prevent derailments.

SECTION 7. That in addition to strengthening safety standards and infrastructure, additional resources for rail inspectors and enforcement be appropriated to ensure that tracks, switches and bridges are regularly inspected, repaired and maintained and that the entire rail industry is held accountable to the same rules.

SECTION 8. That the City of Galena, Illinois City Council urges the DOT go further than its May 7, 2014 emergency order and require that railroads provide local first responders with access to adequate information about all oil being transported near and through their communities, in addition to oil originating in the Bakken region.

SECTION 9. That our first responders need special training, equipment and real-time data to prepare for containing hazardous material spills and explosions to keep more people safe and reduce potential contamination.

SECTION 10. That PHMSA require railroad companies to provide local fire departments along rail lines with adequate supplies of the appropriate equipment and material to fully respond to an incident involving train cars carrying crude oil.

SECTION 11. That the PHMSA and FRA consider a rule to reduce the number of connected tanker cars per train carrying highly flammable materials such as crude oil and travelling through or near populated areas.

SECTION 12. That producers and shippers of crude oil and other hazardous and highly flammable materials be mandated to carry adequate insurance to cover potential accidents related to crude oil shipment by rail.

SECTION 13. That we direct the Secretary to send copies of this resolution to President Barak Obama, Congresswoman Cheri Bustos, Senator Richard Durbin, Senator Mark Kirk, State Representative Brian Stewart, State Senator Tim Bivins, National Transportation Safety Board Chairman Christopher Hart, Federal Railroad Administration Acting Administrator, Sarah Feinberg, U.S. Department of Transportation Director, Michael Lowder, Association of American Railroads CEO, Edward Hamberger, Burlington Northern Sante Fe Railroad CEO Matthew Rose, and Canadian National Railroad CEO Claude Mongeau .

ADOPTED this 23rd day of March, 2015 in the open session of the Galena City Council.

Terry Renner, Mayor

ATTESTATION:

I certify that the above is a true and correct copy of a resolution passed by the City Council of Galena, Illinois, at a meeting held on March 23, 2015.

Mary Beth Hyde, City Clerk

GALENA AREA EMERGENCY
MEDICAL SERVICE DISTRICT

217 Summit Street
Galena IL 61036

March 15, 2015

Attach hereto, is the agreement for the period of May 1, 2015 through April 30, 2016 between the Galena Area Emergency Medical Services District and your Governmental Unit. The Agreement is furnished in duplicate.

Will you please review the Agreement, and if in order, have both copies signed by your Governmental Unit. Both copies have been signed by the President and Secretary of the Board of Directors of the EMS District.

Retain one copy of the Agreement for your records and send the other signed copy, with your check enclosed to :

GALENA AREA MEDICAL EMERGENCY SERVICES DISTRICT
C/O NANCY SCHAMPER
4040 N. RAWLINS ROAD
GALENA IL 61036

Please be advised that the Annual Report, referred to in the Agreement, will be forwarded to you as the Treasurer has the opportunity to prepare it.

Your cooperation has been and will be appreciated.

Thank you,

Sincerely,



Nancy Schamper
Secretary of the Board

GALENA AREA EMERGENCY MEDICAL SERVICES DISTRICT

AGREEMENT FOR 2015/2016

This agreement made and entered into this 18th day of March 2015, by and between the Galena Area Emergency Medical Services District, an Illinois Not-For-Profit Corporation, hereinafter referred as the "Corporation", and City of Galena, Jo Daviess County, Illinois hereinafter referred to as the, (City, Township or Village) wherein it is mutually acknowledged and agreed as follows:

1. That the Corporation hereby agrees to provide ambulance services to any person or persons in need of said service physically present or located in said City.
2. That the term of this Agreement shall be from 12:01 A.M. May 1, 2014 to April 30, 2015 at Midnight.
3. That the City agrees to pay the Corporation the sum of **\$20,574.00** that said sum is based upon per capita assessment for every resident in said City, according to the 2010 census which states **3429** residents, said sum to be paid on or before June 1, 2015.
4. It is the intention of the Corporation and the City that the arrangement provided for in this Agreement shall continue for an additional one (1) year term, after the initial expiration of the initial term provided for herein. In the event that either party elects to terminate the relationship provided for under this agreement, the party electing to terminate must give written notice to the other party on or before December 31st which immediately precedes the May 1 - April 30 the year for which the arrangement shall be terminated,. In the event that such notice is not given, the Corporation and the City shall enter into an Agreement for the next May 1 - April 30 year which will be substantially the same as in the Agreement, except for the contribution to be paid by the City for that year as provided in Paragraph 3 of the Agreement.
5. Payment and signed Agreement shall be sent to:

Galena Area Emergency Medical Services:
Nancy Schamper
4040 N. Rawlins Road
Galena, IL 61036

And for the City to:

Mayor of the City of Galena
Terry Renner
312 1/2 Main Street
Galena IL 61036

6. That all rules, regulations, guidelines, agreements regarding cost of services and any other agreements relating to the operation of the Corporation including the hiring and compensation of personal shall be established by the Board of Directors of the Corporation.

7. That the Corporation shall furnish the governing body with an annual financial statement reflecting receipts, disbursements and account balances of said Corporation, commencing with the first regular meeting of the Board of Directors of said Corporation and annually thereafter.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on behalf of each Governmental body by their duly elected official empowered to so execute this document as the date first above written.

GALENA AREA EMERGENCY CITY,
MEDICAL SERVICES DISTRICT
An Illinois Not-For-Profit Corporation

TOWNSHIP, VILLAGE, CITY
JODAVIESS COUNTY ILLINOIS

BY: 

ATTEST: 

(Executed in Duplicate)

CITY OF GALENA

Invoice Register
Input Dates: 3/10/2015 - 3/31/2015Page: 1
Mar 19, 2015 02:15PM

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
AMERICAN WATER ENTERPRISES (1005)							
MA007-2001	1	Invoice	WATER CONTRACT	03/01/2015	26,592.43		51.42.515.00
MA007-2001	2	Invoice	SEWER CONTRACT	03/01/2015	26,592.42		52.43.515.01
Total AMERICAN WATER ENTERPRISES (1005):					53,184.85		
AT & T (LOCAL) (103)							
031515	1	Invoice	POOL/PHONE	03/15/2015	27.35		59.55.552.00
031515	2	Invoice	PUBLIC WORKS/PHONE	03/15/2015	42.16		01.41.552.00
031515	3	Invoice	FIRE DEPARTMENT/PHO	03/15/2015	87.77		22.22.552.00
031515	4	Invoice	EMS/PHONE	03/15/2015	27.35		12.10.552.00
031515	5	Invoice	POLICE/PHONE	03/15/2015	540.79		01.21.552.00
031515	6	Invoice	FIRE DEPARTMENT/PHO	03/15/2015	31.88		22.22.552.00
031515	7	Invoice	FINANCE/PHONE	03/15/2015	217.03		01.13.552.00
031515	8	Invoice	FLOOD CONTROL/PHON	03/15/2015	27.35		20.25.515.00
031515	9	Invoice	FINANCE/PHONE	03/15/2015	85.66		01.13.552.00
Total AT & T (LOCAL) (103):					1,087.34		
ATLAST FLUID POWER CO. (800)							
00141230	1	Invoice	SHOP HOSE	03/17/2015	134.58		01.41.652.00
Total ATLAST FLUID POWER CO. (800):					134.58		
BINGHAM, JASON (1103)							
031515	1	Invoice	CLOTHING	03/15/2015	70.00		01.41.471.09
Total BINGHAM, JASON (1103):					70.00		
BONNELL INDUSTRIES INC. (854)							
0161452	1	Invoice	1-TON	03/05/2015	371.74		01.41.613.03
Total BONNELL INDUSTRIES INC. (854):					371.74		
BROWN TRAFFIC PRODUCTS (853)							
203249	1	Invoice	TRAFFIC SIGNAL MAINT	11/21/2014	68.50		15.41.514.06
Total BROWN TRAFFIC PRODUCTS (853):					68.50		
CARD SERVICE CENTER (119840)							
031515	1	Invoice	OFFICE 365	03/15/2015	1.05		01.13.651.02
031515	2	Invoice	AUTOCAD	03/15/2015	382.50		01.16.684.00
031515	3	Invoice	POLICE DEPARTMENT R	03/15/2015	251.26		01.13.820.00
031515	4	Invoice	PHOTOSHOP MONTHLY	03/15/2015	21.24		01.16.563.00
031515	5	Invoice	OFFICE 365	03/15/2015	87.50		01.13.651.02
Total CARD SERVICE CENTER (119840):					743.55		
CNA SURETY DIRECT BILL (886)							
031515	1	Invoice	PUBLIC OFFICIALS LIABI	03/15/2015	267.50		14.14.591.02
Total CNA SURETY DIRECT BILL (886):					267.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
COLE (JIM) CUSTOM PAINT (119417)							
030915	1	Invoice	STREET LIGHT MAINTEN	03/09/2015	250.00		01.41.514.11
Total COLE (JIM) CUSTOM PAINT (119417):					250.00		
CRESSWELL, OCTAVIUS (120059)							
030915	1	Invoice	CREDIT BALANCE REFU	03/09/2015	42.79		98.115.0
Total CRESSWELL, OCTAVIUS (120059):					42.79		
CUSTOM FIRE APPARATUS, INC. (118770)							
0016197	1	Invoice	VEHICLE MAINTENANCE	03/13/2015	103.78		22.22.613.00
Total CUSTOM FIRE APPARATUS, INC. (118770):					103.78		
DESOTO HOTEL (120054)							
165337	1	Invoice	MEETING ROOM - BUST	03/04/2015	30.42		01.11.929.01
Total DESOTO HOTEL (120054):					30.42		
DOIG, KATHLEEN (119339)							
303202	1	Invoice	MARKET HOUSE RESTR	03/17/2015	230.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					230.00		
DUBUQUE AREA STEAMATIC (120062)							
10135	1	Invoice	CARPET CLEANING	03/09/2015	150.00		01.13.511.02
Total DUBUQUE AREA STEAMATIC (120062):					150.00		
DUBUQUE FIRE EQUIPMENT, INC. (631)							
102767	1	Invoice	INSTITUTIONAL SUPPLIE	02/20/2015	265.20		58.54.654.01
Total DUBUQUE FIRE EQUIPMENT, INC. (631):					265.20		
G & K SERVICES (532)							
022815	1	Invoice	UNIFORM SERVICES	02/28/2015	394.44		01.41.579.02
Total G & K SERVICES (532):					394.44		
GALENA GAZETTE (34)							
00041348	1	Invoice	PUBLIC BID NOTICE	03/03/2015	19.00		01.14.553.00
Total GALENA GAZETTE (34):					19.00		
GASSER @ GALENA (24)							
031515	1	Invoice	MISC. SUPPLIES	03/15/2015	20.06		01.13.511.02
031515	2	Invoice	MISC. SUPPLIES	03/15/2015	21.58		01.41.613.01
031515	3	Invoice	MISC. SUPPLIES	03/15/2015	4.75		01.41.613.04
031515	4	Invoice	MISC. SUPPLIES	03/15/2015	199.54		01.41.652.00
031515	5	Invoice	MISC. SUPPLIES	03/15/2015	98.61		01.41.653.00
031515	6	Invoice	MISC. SUPPLIES	03/15/2015	54.79		22.22.655.00
031515	7	Invoice	MISC. SUPPLIES	03/15/2015	169.14		22.22.820.00
031515	8	Invoice	MISC. SUPPLIES	03/15/2015	20.22		58.54.654.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
031515	9	Invoice	MISC. SUPPLIES	03/15/2015	54.85		58.54.511.00
Total GASSER @ GALENA (24):					643.54		
GLOBAL REACH INTERNET PROD. (119792)							
64286	1	Invoice	WEBSITE HOSTING FEE	03/01/2015	85.00		01.13.512.05
Total GLOBAL REACH INTERNET PROD. (119792):					85.00		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
GW1004501	1	Invoice	REPAIRS ENGINE 113	03/10/2015	266.50		22.22.613.00
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					266.50		
HALSTEAD, MARY L. (119966)							
031515	1	Invoice	CITY HALL JANITOR	03/15/2015	240.00		01.13.511.07
031515	2	Invoice	PUBLIC RESTROOMS AT	03/15/2015	225.00		01.13.511.08
Total HALSTEAD, MARY L. (119966):					465.00		
HOLLAND PLUMBING, INC. (964)							
124356	1	Invoice	REPAIRS/FIRE DEPARTM	03/02/2015	81.52		22.22.611.00
Total HOLLAND PLUMBING, INC. (964):					81.52		
JDWI (235)							
39972	1	Invoice	SR CIT TRANSPORT	02/28/2015	830.00		01.13.542.00
Total JDWI (235):					830.00		
JO CARROLL ENERGY, INC. (397)							
031515	1	Invoice	ELECTRIC	03/15/2015	533.99		15.41.572.00
031515	2	Invoice	PUBLIC WORKS/ELECTRI	03/15/2015	306.96		01.41.571.01
031515	3	Invoice	PARKS/ELECTRIC	03/15/2015	189.94		17.52.571.01
031515	4	Invoice	FIRE/ELECTRIC	03/15/2015	55.80		22.22.576.01
031515	5	Invoice	POOL	03/15/2015	179.13		59.55.571.01
Total JO CARROLL ENERGY, INC. (397):					1,265.82		
KENAY COURT REPORTING (119994)							
15DK21	1	Invoice	BARKLOW ARBITRATION	03/06/2015	364.00		01.21.471.15
Total KENAY COURT REPORTING (119994):					364.00		
LAWSON PRODUCTS, INC. (627)							
9303110897	1	Invoice	SUPPLIES	03/03/2015	292.07		20.25.652.02
Total LAWSON PRODUCTS, INC. (627):					292.07		
LEIBOLD AUTO CENTER OF GALENA (943)							
19868	1	Invoice	TIRES	03/03/2015	950.80		01.41.652.01
Total LEIBOLD AUTO CENTER OF GALENA (943):					950.80		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
LEWIS, CHRISTOPHER A. (748)							
031815	1	Invoice	TRAINING & CONFEREN	03/18/2015	27.58		01.45.563.00
Total LEWIS, CHRISTOPHER A. (748):					27.58		
LOUIE'S AGGREGATE COMPANY (1218)							
3498	1	Invoice	SAFETY TRAINING	02/23/2015	60.00		01.41.563.00
Total LOUIE'S AGGREGATE COMPANY (1218):					60.00		
MAILFINANCE (119741)							
030515	1	Invoice	POSTAGE METER LEASE	03/05/2015	396.81		01.13.579.02
Total MAILFINANCE (119741):					396.81		
MCGUIRE, THOMAS F. & ASSOC. LTD. (120016)							
031015	1	Invoice	BARKLOW ARBITRATION	03/10/2015	12,340.10		01.11.549.00
Total MCGUIRE, THOMAS F. & ASSOC. LTD. (120016):					12,340.10		
MEDICAL ASSOCIATES CLINIC (1120)							
022615	1	Invoice	PHYSICAL	02/26/2015	78.00		22.22.929.00
Total MEDICAL ASSOCIATES CLINIC (1120):					78.00		
MIDWEST MEDICAL CENTER (119435)							
030815	1	Invoice	SEARCH WARRANT/SEX	03/08/2015	1,056.30		01.21.652.03
Total MIDWEST MEDICAL CENTER (119435):					1,056.30		
MOTOROLA SOLUTIONS - STARCOM (119812)							
1723112920	1	Invoice	STARCOM RADIO CHAR	03/01/2015	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
NAPA AUTO PARTS (79)							
248125	1	Invoice	SNOWBLOWER	02/11/2015	61.66		17.52.514.00
248149	1	Invoice	MISC. SUPPLIES	02/13/2014	15.98		01.41.652.00
Total NAPA AUTO PARTS (79):					77.64		
NAT'L TRUST FOR HISTORIC PRES (154)							
021815	1	Invoice	DUES	02/18/2015	30.00		01.46.561.00
Total NAT'L TRUST FOR HISTORIC PRES (154):					30.00		
O'CONNOR, BROOKS & CO. (158)							
022515	1	Invoice	OSLAD AUDIT	02/25/2015	2,750.00		17.52.870.02
Total O'CONNOR, BROOKS & CO. (158):					2,750.00		
ORKIN PEST CONTROL (574)							
031515	1	Invoice	PEST CONTROL SERVIC	03/15/2015	83.15		01.13.511.01
031615	1	Invoice	PEST CONTROL SERVIC	03/16/2015	50.00		59.55.837.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total ORKIN PEST CONTROL (574):					133.15		
RED GATES ARCHAEOLOGY LLC (120061)							
031515	1	Invoice	ARCH SURVEY	03/15/2015	800.00		17.52.820.06
031515	2	Invoice	ARCH SURVEY	03/15/2015	1,200.00		52.43.549.00
Total RED GATES ARCHAEOLOGY LLC (120061):					2,000.00		
SLOAN IMPLEMENT (119196)							
268149	1	Invoice	EQUIPMENT MAINTENAN	03/04/2015	382.55		17.52.514.00
268483	1	Invoice	EQUIPMENT	03/05/2015	270.17		17.52.514.00
Total SLOAN IMPLEMENT (119196):					652.72		
STEPHENSON SERVICE CO. (119230)							
030115	1	Invoice	FUEL	03/01/2015	955.24		01.41.655.00
Total STEPHENSON SERVICE CO. (119230):					955.24		
TRENKAMP ELECTRIC (120060)							
6104	1	Invoice	GENERATOR SERVICE	03/06/2015	150.57		01.41.614.04
Total TRENKAMP ELECTRIC (120060):					150.57		
TRI-STATE PORTA POTTY, INC. (908)							
1857	1	Invoice	BIKE TRAIL/PORTA POTT	02/28/2015	100.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					100.00		
VERIZON WIRELESS (316)							
031515	1	Invoice	VERIZON JET PACK FOR	03/15/2015	38.03		01.21.652.03
031515	2	Invoice	FIRE DEPARTMENT/VERI	03/15/2015	109.98		22.22.929.00
Total VERIZON WIRELESS (316):					148.01		
WAL-MART COMMUNITY (CC) (1258)							
031515	1	Invoice	OFFICE SUPPLIES	03/15/2015	187.06		01.13.651.02
031515	2	Invoice	FLOOR MATS	03/15/2015	15.00		01.41.613.04
031515	3	Invoice	SUPPLIES	03/15/2015	42.86		01.41.652.00
Total WAL-MART COMMUNITY (CC) (1258):					244.92		
WEX BANK (CONNOCO) (119104)							
031515	1	Invoice	PUBLIC WORKS-GAS	03/15/2015	132.66		01.41.655.00
031515	2	Invoice	PARKS-GAS	03/15/2015	147.06		17.52.655.03
031515	3	Invoice	POLICE-GAS	03/15/2015	1,135.11		01.21.655.00
031515	4	Invoice	BUILDING-GAS	03/15/2015	107.13		01.46.655.00
031515	5	Invoice	FIRE-GAS	03/15/2015	41.06		22.22.655.00
031515	6	Invoice	PUBLIC WORKS-GAS	03/15/2015	29.05		01.41.655.00
031515	7	Invoice	POLICE-GAS	03/15/2015	29.06		01.21.655.00
Total WEX BANK (CONNOCO) (119104):					1,621.13		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
WEX BANK (MURPHY) (119102)							
031515	1	Invoice	PUBLIC WORKS/GAS	03/15/2015	1,105.43		01.41.655.00
031515	2	Invoice	FIRE DEPARTMENT/GAS	03/15/2015	97.86		22.22.655.00
Total WEX BANK (MURPHY) (119102):					1,203.29		
WHITE CONSTRUCTION CO., INC. (119359)							
031915	1	Invoice	TURNER HALL JANITORI	03/19/2015	350.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					350.00		
Grand Totals:					87,043.40		

Report GL Period Summary

Vendor number hash: 2767815
 Vendor number hash - split: 4327369
 Total number of invoices: 51
 Total number of transactions: 88

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	87,043.40	87,043.40
Grand Totals:	87,043.40	87,043.40