



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, OCTOBER 26, 2015

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

ITEM	DESCRIPTION
15C-0398.	Call to Order by Presiding Officer
15C-0399.	Roll Call
15C-0400.	Establishment of Quorum
15C-0401.	Pledge of Allegiance
15C-0402.	Reports of Standing Committees
15C-0403.	Citizens Comments <ul style="list-style-type: none"> • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker • No testimony on zoning items where a public hearing has been conducted

CONSENT AGENDA CA15-19

ITEM	DESCRIPTION	PAGE
15C-0404.	Approval of the Minutes of the Regular City Council Meeting of October 13, 2015	4-10
15C-0405.	Approval of Reappointment of Zoning Board of Appeals Members James Holman and Dan O’Keefe for Terms Beginning October 1, 2015 and Ending September 30, 2020	--

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
15C-0387.	Discussion and Possible Action on Possible Changes to the Motorized Vehicles for Hire (Taxi) Ordinance	11-20
15C-0388.	Discussion and Possible Action on Possible Changes to Street Performers Ordinance	21-27

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
15C-0406.	Water and Sewer System Operations and Maintenance Report by American Water Contract Services	--
15C-0407.	Discussion and Possible Action on a Cooperative Agreement Between the City of Galena and the Jo Daviess Conservation Foundation for an Addition to Gateway Park	28-33
15C-0408.	Discussion and Possible Action on an Agreement between Jo Daviess County Transit and the City of Galena for Public Transportation Service Operated by the Workshop	34-39
15C-0409.	Discussion and Possible Action on the Renewal of the Employee Health, Dental, Disability and Life Policies for the Period November 1, 2015-October 31, 2016	40-43
15C-0410.	Discussion and Possible Action on Contracts for Construction at the Fire Training Storage Building	44
15C-0411.	Warrants	45-52
15C-0412.	Alderspersons' Comments	
15C-0413.	City Administrator's Report	
15C-0414.	Mayor's Report	
15C-0415.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Turner Hall Committee	Thurs. November 5	8:30 A.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. November 5	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. November 9	6:30 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. November 11	6:30 P.M.	City Hall, 101 Green Street
Deer Committee	Wed. November 19	6:30 P.M.	City Hall, 101 Green Street

Posted: Thursday, October 22, 2015 at 3:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 13 OCTOBER 2015

15C-0376 – 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 13 October 2015.

15C-0377 – ROLL CALL

Upon roll call the following members were present: Bernstein, Fach, Hahn, Kieffer, Lincoln, Westemeier, Renner

15C-0378 – ESTABLISHMENT OF QUORUM

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

15C-0379 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

15C-0380 - REPORTS OF STANDING COMMITTEE

Fach reported that the Turner Hall Committee met on Thursday, October 1, 2015. Each alderperson had been given a copy of the meeting minutes. He mentioned that the air compressor and sprinkler system recently failed. Blackhawk Sprinkler system replaced the system for a cost of approximately \$3000.00.

15C-0381 – PUBLIC COMMENTS

Amelia Wilson Roth, 303 S Main Street, Galena said she questions where Galena is headed. When she opened her business there were very specific guidelines to follow concerning signage. Now there are psychics with signs and tables and chairs in the street and on the sidewalks, a spray paint artist who emits fumes and overspray that lands on the sidewalks and is a health issue. They charge for their services. We have art galleries that pay high rental costs to display and sell their products. Maybe those shops should be allowed to display and sell on the sidewalk. Now we have a sex toy store opening two doors from her business. She is 100% against this shop. Their front window is at eye level so children see what they are selling. This is not what Galena needs.

Gary Kirst, 2782 Red Gates Drive, Galena had just recently heard about the adult novelty store opening in Galena. He is a Dad, who raised his four kids in Galena, as well as a church pastor to many other kids. This really is not very family friendly. Many local and out of town families are on Main Street for a variety of reasons – especially for the parades. Imagine the questions kids will ask about this type of merchandise. He understands there are specific regulations concerning can be displayed in the window. Hopefully this leads to an accountability and will be somewhat more family friendly if just lingerie is displayed.

Judith Norris, 411 Park Avenue, Galena said the adult novelty store currently has much more than lingerie displayed. This is not a good idea. We want to keep Galena beautiful and friendly. We want our street performers, which she is, to be friendly.

Jim Alletto, Season's Remembered 104 N Main Street, Galena echoed the sentiment of others who spoke against the adult store. He does not think this is what Galena should be.

Tim Wagner, 342 Franklin Street, Galena said Galena has been voted best Main Street by Midwest Living magazine. That shop would not be part of Midwest Living magazine and it really

is not part of what is going on in Galena. It is not healthy for our children and does not belong in our community.

Jason Allen, 409 Broadway, Galena is an aerosol artist and owns Aerosoled Endeavors. He has met with City officials to help clarify what it is he does and any environmental issues his art creates. He has presented the Board with a proposal for the 2016 season that might alleviate issues encountered the past few months.

CONSENT AGENDA CA15-18

15C-0382 – APPROVAL OF MINUTES OF REGULAR CITY COUNCIL MEETING OF SEPTEMBER 28, 2015

Motion: Lincoln moved, seconded by Hahn to approve the consent agenda, 15C-0382 as presented.

Discussion: None

Roll Call: AYES: Hahn, Kieffer, Lincoln, Westemeier, Bernstein, Fach, Renner
NAYS: None

The motion carried.

UNFINISHED BUSINESS

15C-0367 – SECOND READING OF AN ORDINANCE UPDATING CHAPTER 155 “FLOODPLAIN MANAGEMENT STANDARDS” OF THE GALENA CODE OF ORDINANCES

Motion: Bernstein moved, seconded by Lincoln, to approve the second reading of an ordinance updating Chapter 155 “Floodplain Management Standards” of the Galena Code of Ordinances.

Discussion: None.

Roll Call: AYES: Kieffer, Lincoln, Westemeier, Bernstein, Fach, Hahn, Renner
NAYS:

The motion carried.

NEW BUSINESS

15C-0383 – PRESENTATION RECOGNIZING THE GALENA LIONS CLUB FOR CIVIC VOLUNTEERISM

Motion: Lincoln moved, seconded by Hahn to defer until the next council meeting the presentation recognizing the Galena Lions for their Civic Volunteerism, 15C-0383, as there were no Galena Lions present.

15C-0384– PRESENTATION OF FISCAL YEAR 2015 ANNUAL FINANCIAL REPORT BY O’CONNOR & BROOKS

Pat McCarthy, O’Connor & Brooks presented the 2015 Financial Report.

15C-0385 – DISCUSSION AND POSSIBLE ACTION ON CHANGE ORDER #1 TO THIRD AND RIVES SEWER PROJECT

Aldersperson Hahn left the table.

Motion: Fach moved, seconded by Bernstein to approve change order #1 with Louie's Trenching Service to Third and Rives sewer project in the amount of \$49,145.80.

Discussion: Westemeier said we are getting more streets paved with the approved change.

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

The motion carried.

Hahn returned to the table.

15C-0386 – DISCUSSION AND POSSIBLE ACTION ON APPOINTMENT TO A COMMITTEE TO DISCUSS THE FORMATION OF A NEW CITY/COUNTY DESTINATION MARKETING ORGANIZATION

Motion: Hahn moved, seconded by Bernstein on appointing members to a committee to discuss the formation of a new city/county destination marketing organization.

Discussion: Renner suggested Alderspersons Lincoln, Westemeier and Hahn be appointed to this committee.

Lincoln, Westemeier and Hahn agreed to be on the committee.

Hahn and Bernstein agreed to include the Mayor's appointment of these alderspersons for the motion.

Roll Call: AYES: Bernstein, Fach, Hahn, Kieffer, Lincoln, Westemeier, Renner
NAYS: None

The motion carried.

15C-0387 – DISCUSSION AND POSSIBLE ACTION ON POSSIBLE CHANGES TO THE MOTORIZED VEHICLES FOR HIRE (TAXI) ORDINANCE

Motion: Bernstein moved, seconded by Fach to approve the changes to the motorized vehicles for hire (taxi) ordinance as presented, 15C-0387.

Discussion: Bernstein said we have a limit on other licenses such as liquor and trolley. We've been asked by the taxi cab business owner's to limit the number and this seems like a reasonable request.

Hahn said he agrees that we want to protect the taxi owners, but he wants to make sure that all the rules and regulations of the ordinance such as rates, licensed vehicles etc. are being adhered to by the current license holders. He had a complaint about someone being fleeced and even after they 'negotiated' Hahn thought the charge was too much.

Lincoln liked the idea that we would protect the businesses we have but wants to make sure that legally we can limit these.

Renner agreed. He asked Nack for his input.

Nack said you have to be careful when limiting the number and he's not sure that limiting to protect current businesses is a reason to do so. Health safety and welfare reasoning is cause to limit licenses. He is not comfortable giving an exact opinion and will look into this further. The

Council will probably need to tie a limitation to a health safety and welfare concern for the community.

Renner asked Nack to research this for the next council meeting.

Fach said one of the difficulties with additional licenses is that more work is created for the City who has to make sure they are all complying with the regulations.

Kieffer asked how many licenses are currently available.

Renner said there is no limit.

Bernstein and Fach agreed to withdraw the motion.

Motion: Bernstein moved, seconded by Kieffer to defer 15C-0387 to the next council meeting.

15C-0388 – DISCUSSION AND POSSIBLE ACTION ON POSSIBLE CHANGES TO STREET PERFORMERS ORDINANCE

Motion: Fach moved, seconded by Hahn to defer possible action on 15C-0388 to the next council meeting.

Discussion: None

15C-0389– DISCUSSION AND POSSIBLE ACTION ON CONTRACT FOR CEMETERY PARK LIGHT INSTALLATION

Motion: Hahn moved, seconded by Kieffer to approve a contract for Cemetery Park light installation to Top Notch Electrical for \$8,150.00, 15C-0389.

Discussion: Lincoln wanted to say thank you to the citizens who donated money to allow installation of the lights. This is a nice little park and the lights will be a great addition.

Westemeier agreed but would like to see brighter lights used here for added security.

Roll Call: AYES: Lincoln, Westemeier, Bernstein, Fach, Hahn, Kieffer, Renner
NAYS: None

The motion carried.

15C-0390 – DISCUSSION AND POSSIBLE ACTION ON A CONTRACT FOR WATERPROOFING AND DRAINAGE IMPROVEMENTS AT THE REAR OF TURNER HALL

Motion: Fach moved, seconded by Hahn to approve a contract for waterproofing and drainage improvements at the rear of Turner Hall to Earl Thompson Masonry for \$18,302.50, 15C-0390.

Discussion: Lincoln asked if they would be digging deeper.

Fach said they would – it will be almost ground level and will drain to the parking lot as it slopes away.

Roll Call: AYES: Westemeier, Bernstein, Fach, Hahn, Kieffer, Lincoln, Renner
NAYS: None

The motion carried.

15C-0391 – DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE VOTERS OF THE CITY OF GALENA, COUNTY OF JO DAVIESS.

ILLINOIS, THE QUESTION OF AUTHORIZING THE CITY OF GALENA, ILLINOIS, TO LEVY A TAX NOT TO EXCEED THE RATE OF .1666 PERCENT ANNUALLY FOR SEVEN YEARS FOR LEVEE MAINTENANCE PURPOSES

Motion: Fach moved, seconded by Westemeier approve 15C-0391.

Discussion: Renner said the Property Tax Extension Limitation Law (PTELL) rules authorize a maximum of .1666% annually. The city has been levying .06% annually or about \$60,000 this year. Every seven years the city has to ask this question.

Lincoln asked what the revenue collected would be at the .1666% rate compared to what we are collecting now at .06%.

Moran said this year we would have collected about \$162,000. On average over the last seven years we have collected \$70,000.

Lincoln asked if that covered the maintenance expenses or do we have to transfer money to pay all the associated expenses.

Moran said all money collected goes directly into the levy maintenance fund. There are expenses like mowing and general maintenance that are paid out of the general fund as we don't transfer money from one fund to another. The expenses are more than what is collected.

Hahn asked about the recently repaired pumps – could these have been paid for with levy funds.

Moran said those monies could have been used for the pumps. With or without this levy The Property Tax Extension Limitation Law caps what we can collect. We can only increase our total levy – total tax collection by 5% or the cost of living – whichever is less.

Roll Call: AYES: Bernstein, Fach, Hahn, Kieffer, Lincoln, Westemeier, Renner
NAYS: None

The motion carried.

15C-0392 – WARRANTS

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

Discussion: None

Roll Call: AYES: Fach, Lincoln, Westemeier, Bernstein, Renner
NAYS: None
Abstain: Hahn, Kieffer

The motion carried.

15C-0393 – ALDERPERSONS' COMMENTS

Street Performers – Bernstein said she would find it helpful if a breakdown of the types of street performer and how many permits had been issued for each was included in the next agenda packet.

Stop Lights – Frequently people disregard the no right turn on red sign where you turn from Bench onto Main at the stop light. She had someone mention this to her as they were almost in an accident and Bernstein too witnessed a close call. Could we install a camera here or can the police monitor this for enforcement.

Substandard Housing - Westemeier wanted to thank Jonathan Miller for working on the many properties in town that are in dire need of repair. Hopefully we can get some action from property owners.

Weekends – Lincoln commented on how wonderful the last two weekends had been with great weather and large crowds and revenue for both Oktoberfest and Country Fair.

Plumbing Inspector – Lincoln wanted the City to look into discussing the hiring of a plumbing inspector and whether it would be feasible to add that position this year or if we would need to wait until the next fiscal year.

Thanks! – Kieffer wanted to thank all the volunteers, City and Public Works staff as well as the Police Department for handling the big crowds. Hahn praised the Lions Club as well as those in charge of Country Fair, Galena Foundation and all the great people who volunteer to make these events and Galena better and better every year.

Adult Store – Hahn said he did visit the new store that was discussed during citizen's comments. As it is set up now he is not in favor of having that kind of business on Main Street.

15C-0394 – CITY ADMINISTRATOR'S REPORT

Paving – Paving should start on Fourth and Blackjack this week and later this month Third and Rives will be paved with tonight's change order approval.

Financial Report – Moran thanked Pat McCarthy and his staff for the excellent job they do and for tonight's presentation.

Country Fair – A big thank you to the Public Works and Police Department for all the work they do for Country Fair. Much of this goes unnoticed but they spend many hours getting ready and then cleaning up. Also to the Country Fair organization. Many visitors Moran spoke with said they come back every year for this event and they commented how well organized it always is.

15C-0395 – MAYOR'S REPORT

Renner said with regard to the new store opening on Main Street. City Staff will review the ordinance which was written in the 1990's and revised in 2003 and 2005 to see if there are any changes or court cases that we should be aware of and hopefully come to a conclusion soon. Renner wanted to make sure the council knew that the State of Illinois has suspended payments to the City for State Use Tax since June 2015 as they do not have an Appropriations Bill in place. It would be nice if this was remedied soon. Also - the lights on Broadway/Dewey Avenue are going back in place as we have received the new standards. He wanted to thank all the people who donated money for the Cemetery Park lights, for the volunteers that make special events in Galena so successful and for our residents. Things can be kind of tough when so many visitors converge on Galena – thanks for your patience

15C-0396– MOTION FOR EXECUTIVE SESSION

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

- Employee hiring, firing, compensation, discipline and performance, Section 2 (c) (1)
- Sale or lease of public property, Section 2 (c) (6)
- Review of Executive Session Minutes, Section 2 (c) (21)

Discussion: None.

Roll Call: AYES: Hahn, Kieffer, Lincoln, Westemeier, Bernstein, Fach, Renner
NAYS: None

The motion carried.

The meeting recessed at 7:40 p.m.

The meeting reconvened at 8:00 p.m.

15C-0397 - ADJOURNMENT

Motion: Bernstein moved, seconded by Kieffer to adjourn.

Discussion: None.

Roll Call: AYES: Hahn, Kieffer, Lincoln, Westemeier, Bernstein, Fach, Renner
NAYS: None

The motion carried.

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

Deb Price
Deputy City Clerk

Ordinance #O-14-15

**AN ORDINANCE ADDING CHAPTER 120 "MOTORIZED VEHICLES FOR HIRE" OF THE
CODE OF ORDINANCES OF THE CITY OF GALENA**

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

SECTION I: Pursuant to the authority found in the Illinois Compiled Statutes, 65 ILCS 5/11-42-6, Chapter 120 "Motorized Vehicles for Hire," attached hereto and made a part hereof as Exhibit A, is hereby adopted and added to the Galena Code of Ordinances.

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

SECTION III: This ordinance shall be in full force and effect immediately upon its passage.

SECTION IV: Passed on this 27th day of October, A.D., 2014, in open Council.

AYES:

Kieffer, Lincoln, Painter,
Bernstein, Fach, Greene,
Renner

NAYS:

None



Terry Renner, Mayor

Attest:


Mary Bet


City Clerk

CHAPTER 120: MOTORIZED VEHICLES FOR HIRE

- 120.01: Definitions:
- 120.02: Exemptions:
- 120.03: Taximeter required:
- 120.04 Posting of rates:
- 120.05: Manifests:
- 120.06: Open stands:
- 120.07: Vehicles, license and maintenance:
- 120.08: Taxicab business license and taxicab driver's permit:

120.01 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CHARTER TRANSPORTATION. A vehicle furnished with a driver that carries passengers for hire either on a fixed route in the city or pursuant to a written contract with reservations in advance of the service. The vehicle shall operate without a meter installed and charge for services on an hourly basis or longer periods of time.

DRIVER. Any person who operates a motor vehicle in the transportation of persons and who receives any compensation for such service in wages or commissions or who is otherwise paid, directly or indirectly.

EXTRA LUGGAGE. Luggage in excess of two (2) suitcases per person.

MANIFEST. A daily record prepared by a taxicab driver of all trips made by said driver showing time and place of origin, destination, number of passengers, and the amount of fare of each trip.

MOTORIZED VEHICLE. A wheeled machine which incorporates a motor, sometimes known as an engine, and which is used for transportation.

NONPROFIT TAXICAB. A vehicle furnished with a driver that carries passengers on a volunteer basis. The vehicle shall operate without a meter installed and charge for services per ride or on an hourly basis or longer periods of time.

OPEN STAND. A public place alongside the curb of a street or elsewhere in the city that has been designated for the use of taxicabs.

OPERATOR OR HOLDER. A person to whom an operator permit has been issued by the City of Galena.

RATE CARD. A card issued by the operator for display in each taxicab and that contains the rates of fare then in force.

RELATED GROUP. A single telephone call to the taxicab company to pick up more than one person with no more than two (2) suitcases per person from the same point of origin to the same destination.

TAXICAB. A fully enclosed motorized vehicle, limited to passenger cars, light trucks, and vans, furnished with a driver which carry passengers for hire within the city. "Charter transportation", as defined in this section, nonprofit taxicabs, and vehicles owned or operated by any governmental entity that provide public transportation are not taxicabs.

TAXIMETER. A meter instrument or device attached to a taxicab which measures electronically the distance driven and the waiting time upon which the fare is based.

VEHICLE FOR HIRE. A vehicle providing shared transportation which transports one or more passengers between locations of the passengers' choice, or close to it.

WAITING TIME. The time when a taxicab is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act, or fault of a passenger or passengers.

120.02 EXEMPTIONS

Nonprofit taxicabs, taxicabs licensed in another jurisdiction and dropping off passengers in Galena from points of origin outside of Galena, and charter transportation shall be exempt from the provisions of this chapter.

120.02 TAXIMETER REQUIRED

No person may operate a taxicab without a taximeter fastened in front of the passengers, visible to them at all times day and night, and after sundown the face of the taximeter must be illuminated. Taxicab meters are not required in taxicabs charging a flat rate to passengers, but flat rates must be posted in a taxicab in a location that is visible to passengers at all times.

120.03 POSTING OF RATES

No person shall operate a taxicab without posting in a conspicuous place, in clear view within the passenger compartment, a printed rate card large enough to be read by the passengers in the taxicab showing the rates.

120.04 MANIFESTS

- (A) *Use required.* Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare and all such completed manifests shall be returned to the owner by the driver at the conclusion of the tour of duty. The form for each manifest shall be furnished to the driver by the owner.
- (B) *Preservation; inspection.* Every holder of an operator permit shall retain and preserve all drivers' manifests in a safe place for at least the calendar year and said manifests shall be open to inspection by the police department.

120.05 OPEN STANDS

- (A) *Areas established.* Taxicabs licensed under this chapter are authorized to use the bus loading zones established in Chapter 79.
- (B) *Use of stands.* Open stands shall be used by the different drivers on a first come, first serve basis. The driver shall pull onto the open stand from the rear and shall advance forward as the vehicles ahead pull off. Drivers shall stay within five feet (5') of their cabs and shall not engage in loud or boisterous talk while at an open stand. Nothing in this article shall be construed as preventing a passenger from boarding the cab of the passenger's choice that is parked at open stands.

120.06 VEHICLES, LICENSE AND MAINTENANCE

- (A) *State license.* No person shall operate a vehicle used as a taxicab unless it is licensed by the State of Illinois or another state.
- (B) *Safe condition; authority to inspect.* The owner or driver of a taxicab shall keep it in a mechanically dependable, clean and safe condition at all times. Each taxicab shall be inspected and have a current Illinois Vehicle Safety Inspection sticker. A seat belt shall be provided for every passenger and the driver. The taxicab shall be designed and manufactured so every passenger may enter and exit without crossing any interior barriers and from either side of the vehicle. The Chief of Police is hereby authorized, either on complaint of any person or without such complaint, to inspect the vehicle and, upon discovery of any unsafe condition, to notify the person operating said taxicab to cease operation. Thereupon said taxicab shall be kept off the street until the unsafe condition has been corrected.
- (C) *Vehicle identification.* It shall be unlawful for an operator or driver required to be licensed under the provisions of this chapter to operate or drive any taxicab vehicle without the name of the cab company and its telephone number permanently posted on both sides of the vehicle in letters of a contrasting color and not less than two (2) inches in height.

120.07 TAXICAB BUSINESS LICENSE AND TAXICAB DRIVER'S PERMIT

(A) Taxicab business license requirements; insurance; fees.

- (1) *Taxicab business license required.* No person may operate a taxicab alone or as part of a taxicab business without first having obtained a taxicab business license from the City Clerk after approval by the City Council.
- (2) *Application for taxicab business license.*
 - (a) An application for a taxicab business license must be filed with the City Clerk's office on a form provided by the City Clerk.
 - (b) The Chief of Police will investigate each applicant for a taxicab business license and a report of such investigation will be attached to the application for consideration by the City Clerk.
- (3) *Consideration of application.* The City Council will, in consultation with the Chief of Police and upon consideration of the application and the required reports attached thereto, approve or reject the application.
- (4) *Insurance prerequisite to issuance; continuance in effect.* Every operating licensee shall obtain and keep in force, public liability and property damage insurance with solvent and responsible insurers, as required by the Illinois Secretary of State, to secure the payment of any loss or damage which may result from any occurrence arising out of the operation, use or possession of any of the licensee's public passenger vehicles.
- (5) *Fees.* An application for a new license, or for renewal of an existing license, shall be made to the City Clerk, and shall be on a form provided by the City Clerk. Said application shall include the annual taxicab license fee and the fee for each vehicle, both as established by the City Council. Fees shall be paid at the time of application. An application for a taxicab business license may be made at any time during the calendar year, provided that the full license fee is paid, and said fee shall not be prorated.
- (6) *Denial, suspension, or revocation of license.*
 - (a) The City Council may deny, suspend, or revoke issuance of a taxicab business license for good cause, including, but not limited to, any of the following.
 - (i) Violation of any of the provisions of this article.
 - (ii) Discontinuation of operations for more than sixty (60) days.

- (ii) Violation of any ordinances of the city or laws of the United States or the State of Illinois or any other state that demonstrates the lack of fitness of the taxicab vehicle permit holder to offer public transportation.
 - (iv) Misrepresentation on the application for a taxicab business license.
- (b) Prior to the denial, suspension, or revocation, the taxicab business license holder must be given not less than ten (10) days' written notice by the City Clerk.
- (c) In the event of a revocation of a taxicab business license, no other taxicab business license may be issued to such person for a period of two (2) years thereafter.
- (7) *Appeal.* Within ten (10) days after written notice of the revocation, suspension, or denial of issuance of a taxicab business license, an applicant or license holder may file with the City Clerk a written notice of appeal to the City Council from such revocation, suspension, or denial. The City Council must provide the taxicab business with notice and an opportunity to be heard on the issue of whether the taxicab business license was properly revoked, suspended, or denied.
- (8) *Taxicabs registered with City Clerk.* The applicant or license holder must register all vehicles operating as taxicabs for the taxicab business with the City Clerk. Any new vehicles that begin operating as taxicabs after the taxicab business license is obtained must be registered with the City Clerk within fourteen (14) days after such vehicles are acquired.
- (9) *Display of taxicab business license.* The taxicab business license must be displayed at the taxicab business location. A copy of the taxicab business license also must be displayed in each vehicle operating as a taxicab for the business and may not be removed until the expiration of the license.
- (10) *Personal nature; transferability.* The taxicab business license is personal to the business and may not be sold, assigned, mortgaged, or otherwise transferred. The taxicab business license applies to all registered vehicles operating as taxicabs for the license holder.
- (11) *Property of City Clerk upon loss or closure.* If any taxicab business license issued under this article is lost or mislaid or the taxicab business closes or ceases operations, the license holder must report such fact to the City Clerk immediately. Where a taxicab business license is lost or mislaid, a duplicate license will be issued upon payment of an amount equal to fifty percent (50%) of the annual license fee.

(B) *Driver's permit requirements; fee.*

(1) *Permit required.* No person may drive a taxicab for hire upon the streets of the city and no person who owns or controls a taxicab may allow it to be so driven, unless the driver of said taxicab holds a valid taxicab driver's permit issued under the provisions of this article.

(2) *Application for driver's permit.*

(a) An application for a taxicab driver's permit must be filed with the City Clerk's office on a form provided by the City Clerk.

(b) An applicant must have, at a minimum, a valid Illinois driver's license or equivalent license issued by another state to obtain a taxicab driver's permit. Temporary restricted licenses or work permit privileges are not sufficient to obtain a taxicab driver's permit.

(c) An applicant must present a court purpose driver's abstract obtained from the Illinois Secretary of State within the last thirty (30) days.

(d) An applicant must provide two (2) two inch by two inch photos clearing showing the face and shoulders of the applicant. The photos must have been taken within the last thirty (30) days. As an alternative, the city will take a photo of the applicant at the time of application.

(e) The Chief of Police will investigate each applicant for a taxicab driver's permit and a report of such investigation will be attached to the application for consideration by the City Clerk. Such report will state whether the applicant has, at a minimum, a valid Illinois driver's license or equivalent license issued by another state.

(3) *Consideration of application.* The City Clerk will, in consultation with the Chief of Police and upon consideration of the application and the required reports attached thereto, approve or reject the application within five (5) business days of receipt. An application will be denied if it is determined that the applicant has been convicted of any of the following crimes, or those of a similar nature: reckless driving, murder, rape, vehicular manslaughter, hit and run, robbery, indecent exposure, lewd or obscene conduct, pandering, crimes related to the sale, possession, or transportation of narcotics or intoxicating liquors, assault, battery, or a conviction of three or more moving violations within three years previous to the submission of the application.

- (4) *Issuance of permit; duration; annual fee.*
- (a) Upon approval of an application for a taxicab driver's permit, the City Clerk will issue a permit to the applicant upon the payment of the fee as established by the City Council. Such permit will be in effect for the remainder of the year ending April 30. The permit must be renewed every year on May 1 thereafter upon the payment of the fee as established by the City Council unless the license for the preceding year is suspended or has been revoked.
 - (b) The driver must wear the taxicab driver's photo identification permit upon the clothing of the driver at all times while operating the taxicab. The driver shall be well groomed and dressed in a neat and clean fashion at all times while on duty.
- (5) *Compliance with city, state, and federal laws.* A taxicab driver permitted under this article must comply with all city, state, and federal laws.
- (6) *Denial, suspension, or Revocation of permit:*
- (a) The City Council may deny, suspend, or revoke a taxicab driver's permit for good cause, including, but not limited to, any of the following:
 - (i) Failure or refusal to comply with the provisions of this chapter.
 - (ii) Violation of any ordinances of the city, or laws of the United States, the state of Illinois or any other state that demonstrates the lack of fitness of the holder to offer public transportation.
 - (iii) Misrepresentation on the application for a taxicab driver's permit.
 - (iv) Violations against or loss, denial, suspension, or revocation of a taxicab driver's Illinois license or equivalent license issued by another state.
 - (b) Prior to suspension or revocation, the taxicab driver must be given not less than ten (10) days written notice by the City Clerk.
 - (c) In the event of revocation of a taxicab driver's permit, no other taxicab driver's permit will be issued to such person for a period of two (2) years thereafter.
- (7) *Appeal.* Within ten (10) days after written notice of the denial, suspension, or revocation of a taxicab driver's permit, a taxicab driver may file with the City Clerk a written notice of appeal to the City Council from such revocation, suspension, or denial. The City Council must provide the taxicab driver with notice and an opportunity to be

heard on the issue of whether the taxicab driver's permit was properly revoked, suspended, or denied.

- (8) *Personal nature; transferability.* The taxicab driver's permit is personal to the driver and may not be sold, assigned, mortgaged, or otherwise transferred.
- (9) *Job change.* The taxicab driver's permit remains valid and personal to the driver through a change of employment. If a taxicab driver becomes employed by another taxicab company after the issuance of the taxicab driver's permit, such a change of employment must be reported to the City Clerk within fourteen (14) days.
- (10) *Property of City Clerk upon loss.* If any taxicab driver's permit issued under this chapter is lost or mislaid, the taxicab driver must report such fact to the City Clerk immediately. A duplicate permit will be issued upon payment of a fee equal to 50% of the license fee.
- (11) *Reporting requirements.* If suspension, revocation, or any other disciplinary action is taken against a taxicab driver's state of Illinois driver's license or equivalent license issued by another state, the taxicab driver must report such action to the City Clerk's office.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: October 6, 2015

RE: Street Performers

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

In recent months, several council members have suggested reviewing the Street Performers Ordinance. For background, I am attaching a matrix of frequently asked questions and answers about the ordinance. The current ordinance is also attached.

There are currently 26 performers licensed by the City.

Our staff is prepared to research any issues you may wish to study and offer suggestions for addressing any issues that are identified.

STREET PERFORMER ORDINANCE: CURRENT ORDINANCE AND POSSIBLE REVISIONS
October 13, 2015

Issue	Current Ordinance	Possible Changes to the Ordinance
INTENT		
1. What is the intent of the Street Performer Ordinance?	The City of Galena finds that street performers provide a public amenity that enhances the character of the community and seeks to encourage such performances in a manner consistent with the overall public interest. The City of Galena also recognizes that street performers seek to and do draw crowds to their performances. This can create safety problems by impacting the ability of pedestrians to move safely on sidewalks and through crosswalks and impeding the response time of safety personnel. It can also impact access to and egress from businesses. This section imposes reasonable time, place, and manner restrictions on street performers to the extent necessary to ensure the safety of performers, their audience, and the general public and to prevent unreasonable interference with the enjoyment of peace and quiet by residents in their homes or the ability of businesses to operate and conduct their business.	
DEFINITIONS		
2. What is a street performer?	A person engaging in a performance that includes, but is not limited to, the following activities: playing musical instruments, singing, dancing, acting, pantomiming, puppeteering, juggling, reciting, or creating visual art in its entirety as a performance.	
LICENSE REQUIRED		
3. Is a City license required?	Yes. An application for a street performer license shall be made to the City Clerk.	
4. Where do I obtain a Street Performer License?	The City Clerk issues the Street Performer License at City Hall.	

Issue	Current Ordinance	Possible Changes to the Ordinance
5. How long is my license valid?	From the date of issuance through April 30.	
6. Do I need to display my license when I perform?	Yes. The license holder shall post the license in a conspicuous location at the location of the performance.	
7. Is there a fee to perform?	Yes. The fee for a street performer license shall be \$25 per year. Said fee shall be paid at time of application.	
8. May I transfer my license to another performer or can a group perform under one license?	No. The street performer license is non-transferable. Each performer requires a separate license.	
RULES AND REGULATIONS		
9. Where can I perform?	There are no location restrictions provided you do not block or restrict an open public street or sidewalk at any time.	
10. Is there a minimum distance that I must perform from another street performer?	No guidance in the current ordinance.	
11. May I perform on the sidewalk?	Yes, but it shall be unlawful to block or restrict an open public street or sidewalk at any time.	
12. When can I perform?	Performing is limited to 10:00 a.m. to 8:00 p.m. each day of the week.	
13. For what duration may I perform?	There is no limit on the duration of performing.	
14. Can I reserve a performance space?	No guidance in the current ordinance.	
15. Is there a limit on the number of performers that I can perform at the same time?	No limit in the current ordinance.	
16. Is there a limit on the amount of items that I may assemble for my performance?	No limit in the current ordinance.	
17. May I solicit for donations or contributions?	Performers may collect donations during or immediately following a performance, however no fee shall be charged for any performance.	
18. May I amplify my music?	No. No performer shall utilize any speaker, microphone or mechanical amplification device.	

Issue	Current Ordinance	Possible Changes to the Ordinance
19. Is there a limit on the volume of my music?	Yes. No performer shall generate any sound by any means so that the sound is louder than 70 decibels (70dB) on the Capital A Scale of an ANSI approved sound level meter measured at a distance of 50 feet or more, either horizontally or vertically from the point of generation.	
20. May I juggle knives, flaming torches, or engaging in other potentially dangerous performing?	No. No performer shall use any knife, sword, torch, flame, axe, saw, or other object that could cause serious bodily injury to any person.	
21. May I display signs to promote my performance?	No prohibition in the Street Performers Ordinance. The Sign Ordinance does not allow signs for street performers.	
22. May I use live animals in my performance?	No prohibition in current ordinance.	
23. May I set up a table, stage, or use props like ladders?	No performer shall construct, erect, or maintain any stage, platform, or similar structure for use during any performance.	
24. May I use chalk on the sidewalk as part of my performance.	No prohibition in the ordinance.	
25. May I use spray paint as part of my performance?	No prohibition in the ordinance.	
26. May I sell goods like cd's, books, or t-shirts while I perform?	No guidance in the current ordinance.	
27. May I use electricity or a generator?	No guidance in the current ordinance.	
28. Are there any other rules and regulations.	No other guidance in the current ordinance.	
EXEMPTIONS		
29. Are there circumstances where I do not need a license to perform in public?	If you are performing as part of a licensed Street Dance you do not need a Street Performer license.	
CONSTITUTIONALITY		
30. Does the ordinance contain a constitutionality clause?	No.	

Issue	Current Ordinance	Possible Changes to the Ordinance
VIOLATION—PENALTY		
31. What if I violate the rules of the Street Performers Ordinance?	<p>(A) Any person who violates any of the provisions of § 110.39 or who knowingly furnishes false information on the license application shall be subject to a fine of not more than \$750. Each day any violation shall continue shall constitute a separate offense.</p> <p>(B) Violations of any other provision of this chapter, or Chapters 112 and 114, shall be punishable by a fine of not more than \$750. Each day any violation shall continue shall constitute a separate offense. If no license is required, or if there exists no current licensing fee for such event under which said violation occurred, said violation shall be subject to the violation penalties found in § 10.99.</p>	
32. Can my Street Performers License be suspended or revoked?	No guidance in the current ordinance.	
33. Is there a process for filing a complaint against a street performer?	No guidance in the current ordinance.	
34. Is there an appeal process if action is taken against me based on a violation of the ordinance or a complaint?	No.	

STREET PERFORMERS CURRENT ORDINANCE

§ 110.39 STREET PERFORMERS.

(A) *Intent.* The City of Galena finds that street performers provide a public amenity that enhances the character of the community and seeks to encourage such performances in a manner consistent with the overall public interest. The City of Galena also recognizes that street performers seek to and do draw crowds to their performances. This can create safety problems by impacting the ability of pedestrians to move safely on sidewalks and through crosswalks and impeding the response time of safety personnel. It can also impact access to and egress from businesses. This section imposes reasonable time, place, and manner restrictions on street performers to the extent necessary to ensure the safety of performers, their audience, and the general public and to prevent unreasonable interference with the enjoyment of peace and quiet by residents in their homes or the ability of businesses to operate and conduct their business.

(B) *License required.* It shall be unlawful to perform in public without first obtaining a street performer license.

(1) An application for a street performer license shall be made to the City Clerk.

(2) The fee for a street performer license shall be \$25 per year. Said fee shall be paid at time of application.

(3) The street performer license shall be valid from the date of issuance through April 30.

(4) The license holder shall post the license in a conspicuous location at the location of the performance.

(5) The street performer license is non-transferable.

(C) *Rules and regulations.*

(1) It shall be unlawful to block or restrict an open public street or sidewalk at any time.

(2) Performing is limited to 10:00 am. to 8:00 p.m.

(3) No performer shall utilize any speaker, microphone or mechanical amplification device.

(4) No performer shall generate any sound by any means so that the sound is louder than 70 decibels (70dB) on the Capital A Scale of an ANSI approved sound level meter measured at a distance of 50 feet or more, either horizontally or vertically from the point of generation.

(5) No performer shall use any knife, sword, torch, flame, axe, saw, or other object that could cause serious bodily injury to any person.

(6) No performer shall construct, erect, or maintain any stage, platform, or similar structure for use during any performance.

(7) Performers may collect donations during or immediately following a performance, however no fee shall be charged for any performance.

(D) *Exemptions.* Performances or performers sponsored by or within a licensed street dance, fair, festival, carnival, circus, or similar event, and for the purpose of entertainment, when no solicitation for money is made shall be exempt from the license requirements of this section.

('69 Code, § 12-9) (Ord. O-92-5, passed 4-27-92; Am. Ord. O-03-29, passed 7-28-03; Am. Ord. O-04-18, passed 8-9-04; Am. Ord. O-12-28, passed 12-26-12) Penalty, see § [110.99](#)

COOPERATIVE AGREEMENT BETWEEN
CITY OF GALENA
AND
JO DAVIESS CONSERVATION FOUNDATION

I. PARTICIPANTS:

City of Galena
101 Green Street
Galena, IL 61036
Phone: 815-777-1050

Jo Daviess Conservation Foundation
126 N. Main Street, P.O. Box 216
Elizabeth, IL 61028
Phone: 815-858-9100

II. SCOPE AND PURPOSE: This Cooperative Agreement is made between the City of Galena (“City”) and the Jo Daviess Conservation Foundation (“JDCF”).

This agreement facilitates the cooperative effort of the City and JDCF (“the Parties”) to permanently protect the conservation values of the certain real property in East Galena Township, Jo Daviess County, Illinois, generally known as the eighty (80) acre Addition to Galena Gateway Park (“the Property”), and more particularly described in Exhibit A attached hereto and incorporated by this reference.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS: The acquisition and restoration of Gateway Park represents an ongoing cooperative effort between the City and JDCF.

The original Galena Gateway Park (100 acres) was purchased by JDCF using grant funding on November 19, 2010, after a 15-year effort to protect this property’s conservation values.

The Parties entered into a cooperative agreement on May 18, 2011 to facilitate the efforts of the Parties to permanently protect, restore, steward, and manage the original Galena Gateway Park, which is on file at the offices of both parties. This cooperative agreement has allowed both Parties to achieve their mutual goals of providing publically-accessible open space for the residents of Jo Daviess County. Neither organization would have been able to successfully complete the project if they had undertaken the project on their own.

This Cooperative Agreement hereto seeks to build upon and expand the ongoing success of the original Galena Gateway Park. Each Party’s participation in this project is contingent upon, pursuant to, and only possible because the other party is making a commitment herein to undertake certain actions described in Section VI of this Agreement.

- IV. SCOPE OF AGREEMENT: The JDCF and the City shall furnish the necessary personnel and undertake the necessary actions to accomplish the following objectives:
- A. Fee simple acquisition of the Property by JDCF;
 - B. Fee simple donation of the Property from JDCF to the City;
 - C. The donation of a conservation easement on the Property from the City to JDCF;

Any instruments conveying a real property interest from one of the Parties to the other must be approved by both Parties prior to execution.

Any instrument or agreement pertaining to this project shall not contain restrictions or permissions that are inconsistent with the goals, requirements, and restrictions of any funding organizations that may contribute funds to this project.

Any deviations from the procedures or objectives specified in this Agreement must be presented to the signatories or their designees for specific approval before implementing any such deviations.

V. AGREEMENT BY AND BETWEEN PARTIES.

A. The Jo Daviess Conservation Foundation will:

1. Pursue grant funding from sources of its choice to facilitate the acquisition and restoration of the Property.
2. Acquire fee simple ownership of the Property, if grant funding is secured.
3. Donate the fee simple ownership of the property to the City.
4. Accept a donation of a conservation easement on the Property from the City.
5. Provide an accounting to the City for any and all funds or income received and spent on the stewardship of the Property as requested by the City or at least once annually.
6. Work cooperatively with the City to accomplish these steps.

B. The City of Galena will:

1. Accept the donation of the fee simple ownership of the Property from JDCF, which is a fundamental part of this Agreement.
2. Donate a conservation easement on the Property to JDCF.
3. Transfer any income from any agricultural leases on the Property to JDCF for restoration and stewardship of the Property.
4. Work cooperatively with JDCF to accomplish these steps.

C. The Parties mutually agree:

1. JDCF's acquisition of the fee simple ownership of the Property is contingent upon, pursuant to, and only possible because of the City's

- commitment herein to subsequently: (1) Accept a donation of the fee simple ownership of the Property from JDCF, (2) Donate a conservation easement on the property to JDCF.
2. The donation of a conservation easement on the Property from the City to JDCF is a requirement of the project's funding organization(s) and therefore it is a material aspect of this Agreement and shall not be withheld without good cause.
 3. The conservation easement shall be prepared by the JDCF and shall permanently protect the conservation values of the Property, including the educational, passive recreational, wildlife habitat, scenic, open space values.
 4. The conservation easement shall not contain any permissions or reserved rights that are inconsistent with or may violate the terms any grant agreements between JDCF and funding organizations for this project.
- D. After the objectives described in Section IV of this agreement have been completed, both parties shall develop a Memorandum of Understanding between both parties for the purpose of the long term management of the Property. This Memorandum of Understanding shall include, without limitation, the following provisions:
1. Both parties shall develop a land management plan for the Property and assist in executing the plan. This land management plan shall include, without limitation, the following provisions, which are mutually agreeable to both parties:
 - a. The land management plan shall be effective for a period of five (5) years and may be renewed or revised by the mutual consent of both parties.
 - b. The City shall be responsible for maintaining grassy trails, grassy firebreaks, paths, and driveways on the Property, including mowing, replacement of culverts as necessary, erosion repair, etc. JDCF may mow firebreaks in advance of prescribed burning activities as needed.
 - c. JDCF shall be responsible for the establishment of new firebreaks as necessary; invasive species control; and the restoration and stewardship of the natural areas, including prairie seeding, tree planting, selective tree removal, mowing of natural areas, and prescribed burning.
 2. Both parties may seek volunteers to assist in managing the Property.
 3. With the consent of the other party, both parties may seek and apply for grant funding for creating public use infrastructure, land stewardship activities, and promoting the Property.
 4. With the consent of the other party, both parties may seek and apply for grant funding to construct a pedestrian bridge and trail that shall extend the Galena River Trail from its current terminus at Buehler Preserve to Gateway Park.

VI. PERIOD OF PERFORMANCE

The period of performance of this Cooperative Agreement is effective upon execution and shall expire five (5) years from the date of the last dated signature. It can be renewed at that time or modified by either party as described in Section VIII of this agreement.

VII. PROJECT OFFICERS

For the City of Galena:

Mark Moran, City Administrator
City of Galena
101 Green Street
Galena, IL 61036
Phone: 815-777-1050
mmoran@cityofgalena.org

For the JDCF:

Steve Barg, Executive Director
Jo Daviess Conservation Foundation
126 N. Main Street, PO Box 216
Elizabeth, IL 61028
Phone: 815-858-9100
director@jdcf.org

VIII. MODIFICATION

Modifications to this Agreement may be initiated by either party at any time by giving 30 days written notice to the other party. It is understood between the Parties hereto that in order for any modifications to take place it will require the agreement of both Parties to this Agreement.

In witness whereof, the Parties have executed this Cooperative Agreement on the day, month, and year indicated:

City of Galena:

Accepted and approved by the City Council of Galena, IL on _____ by a vote of _____ yea and _____ nay.

Terry Renner, Mayor

Date: _____

Jo Daviess Conservation Foundation:

Accepted and approved by the Board of Directors of the Jo Daviess Conservation Foundation on _____ by a vote of _____ yea and _____ nay.

Frances Rivoire, President

Bret Johnson, Secretary

Date: _____

Date: _____

EXHIBIT A

Addition to Galena Gateway Park
Legal Description

A parcel of land located in the Southeast Quarter of Section 16 and in the Northeast Quarter, Northwest Quarter & Southeast Quarter of Section 21, all in Township 28 North, Range 1 East of the Fourth Principal Meridian, East Galena Township, Jo Daviess County, Illinois, which is bounded by a line described as follows: Beginning at the Northeast corner of said Section 21; thence South $1^{\circ}22'34''$ East, along the East line of the Northeast Quarter of said Section 21, a distance of 288.69 feet; thence North $89^{\circ}43'16''$ West, 819.75 feet to a found iron pipe; thence South $88^{\circ}41'58''$ West, 1720.35 feet to a point lying on the Southeasterly right-of-way line of the Illinois Central Railroad, said point lying 66.00 feet Southeasterly as measured radially from said centerline, said Southeasterly right-of-way line as referred in the Warranty Deed conveyed to Joann Richards, as Recorded as Document No. 318640 in the Office of the Jo Daviess County Recorder; thence continuing Northeasterly along said Southeasterly right-of-way line and said Richards property line, along a circular curve concave to the West, an arc distance of 211.83 feet to a point of tangent, said curve having a radius of 1,066.00 feet, a central angle of $11^{\circ}23'07''$ and whose long chord bears North $14^{\circ}23'45''$ East, 211.48 feet from the last described course; thence North $08^{\circ}42'12''$ East, along said Southeasterly right-of-way line and said Richards property line, a distance of 136.86 feet to a point of curve; thence continuing Northeasterly along said Southeasterly right-of-way line and said Richards property line, along a circular curve concave to the East, an arc distance of 1,358.62 feet to a point of tangent; said curve having a radius of 1,447.00 feet, a central angle of $53^{\circ}47'46''$, and whose long chord bears North $35^{\circ}36'05''$ East, 1,309.26 feet from the last described course; thence North $62^{\circ}29'58''$ East, along said Southeasterly right-of-way line and said Richards property line, a distance of 768.39 feet to a point of curve; thence continuing Northeasterly along said Southeasterly right-of-way line and said Richards property line, along a circular curve concave to the West, an arc distance of 28.71 feet to a point on the Southerly line of the property conveyed to the County of Jo Daviess, by Warranty Deed recorded as Document No. 255137, in the Office of the Jo Daviess County Recorder, said curve having a radius of 1,866.00 feet, a central angle of $00^{\circ}52'54''$ and whose long chord bears North $62^{\circ}03'31''$ East; 28.71 feet from the last described course; thence South $69^{\circ}12'19''$ East, along said County property, a distance of 352.26 feet; thence South $89^{\circ}12'18''$ East, along the South line of said County property, a distance of 607.51 feet to a found iron rod on the East line of the Southeast Quarter of Section 16, in said Township and Range; thence South $02^{\circ}19'50''$ East, along said East line, a distance of 1,316.87 feet to the point of beginning, said Tract containing 80.07 acres, more or less, all being situated in East Galena Township, Jo Daviess county, Illinois, according to survey dated August 29, 2006 prepared by Paul C. Brashaw, Illinois Professional Land Surveyor.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: October 21, 2015

RE: Transit agreement

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

For many years, Jo Daviess County Transit and The Workshop have provided public transportation services in the City of Galena for a fixed fee. The attached agreement has been developed to memorialize the obligations of the parties and the cost of service for our current fiscal year. The cost for service has remained fixed for years and no change is proposed. We have budgeted for the full cost of service. I anticipate that we would review and renew this agreement annually.

Please let me know if you have any questions.

**General Public Transportation Agreement
Between the City of Galena
and Jo Daviess County Transit
Operated by The Workshop**

The Agreement is made and entered into on this _____ day of _____ by and between the City of Galena, a Municipal Corporation (hereinafter called "City") and Jo Daviess County Transit, a County General Public Transportation System, operated by The Workshop, a 501.3.C Non-For-Profit Agency (Hereinafter called "Jo Daviess County Transit")

Recitals:

WHEREAS: City desires to continue and expand its General Public Transportation Service; and

WHEREAS: Jo Daviess County Transit has been approved by the City to provide general public transportation service in the City of Galena; and

WHEREAS: the City has provided a sum of \$9,996.00 to Jo Daviess county Transit to continue and expand general public transportation service in the City.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, The City of Galena and Jo Daviess County Transit hereby agree as follows:

Section 1: Term of Agreement

The term of this agreement shall be from May 1, 2015 through April 30, 2016

Section 2: Scope of Service

Jo Daviess County Transit agrees to provide general public transportation service for the City of Galena as follows:

- A.** Demand/Responsive – Curb to Curb and Origin to Destination upon Request.
- B.** Jo Daviess County Transit shall continue current service and expand service as needed to meet the expanding public transportation needs of residents of the City.

The scheduled service will start at 9:00 A.M. and end at 1:00 P.M. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and start at 9:30 A.M. and end at 12:30 P. M. on Saturdays during the term of this agreement.

The service will not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Country Fair Weekend, Thanksgiving Day nor the day after, Christmas Eve, Christmas Day, and New Year's Eve.

Jo Daviess County Transit will file with the City and accurate record of the number of one way trips provided to passengers, for each and every day of operation. The record will also indicate the reason

for the trip, i.e. medical, shopping, work or social. The record will be submitted to the city Administrator at the end of each month on a form agreed to by both parties.

- C. Labor and Costs:** Jo Daviess County Transit will be responsible for all costs and expenses including payroll, insurance, equipment, and repairs during the term of this agreement.
- D. Equipment:** Jo Daviess County will use one or two, as needed, 14 passenger, handicapped accessible lift equipped vehicle(s) to provide service.
- E. Vehicles:** The vehicles will be licensed in the State of Illinois and shall operate in compliance with all applicable State and Federal regulations and requirements for licensing, inspections, and insurance for public transportation. All vehicles must be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Jo Daviess County Transit System.
- F. Drivers:** Jo Daviess County Transit shall use only trained employees. Jo Daviess County Transit shall further certify that each employee assigned to drive a vehicle, possesses a valid Driver's License and/or other such licenses as may be required by law or regulation.
- G. Employee Appearance:** Jo Daviess County Transit shall require employees to be courteous at all times, clothing shall be as neat and clean as practical.
- H. Standard of Performance:** All of the Jo Daviess County Transit's responsibilities under this Agreement shall be performed to the satisfaction of the City. The City agrees to undertake its responsibilities under this Agreement to the satisfaction of the Jo Daviess County Transit.
- I. Fares:** During the term of this Agreement, Jo Daviess County Transit agrees to charge a fare of no more than fifty cents (.50) for each one way passenger trip or Jo Daviess County Transit may invoice other entities for the fare. All Fares received by Jo Daviess County Transit shall become the property of Jo Daviess county Transit.

Section 3 Schedule of Performance

Jo Daviess County Transit shall perform those services set forth in Section 2 entitled Scope of Service. The Schedule of Performance may be modified by mutual written agreement of the City and Jo Daviess County Transit. If Jo Daviess County Transit does not reasonably satisfy the Schedule of Performance, the City may exercise its rights as specified in Section 10.

Section 4: Funding

Jo Daviess County Transit shall be compensated by the City in the sum of Nine Thousand, Nine Hundred and Ninety Six and 00/100 dollars (\$9,996.00) Local Matching Funds for full performance of the terms of this Agreement. Said Sum shall be payable pro rata during the term of the Agreement in 12 monthly installments of \$833.00. This is a fixed fee Agreement. Total compensation to be received by Jo Daviess County Transit from the City shall not exceed the sum Nine Thousand, Nine Hundred and Ninety Six and 00/100 dollars (\$9,996.00).

Compensation under this Agreement is considered funding of the last resort and is not intended to replace other State and Federal program obligation.

Section 5: Jo Daviess County Transit

Jo Daviess County Transit shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Jo Daviess County Transit shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Jo Daviess County Transit.

Section 6: Non-Assignment

Jo Daviess County Transit shall not assign, transfer or convey this Agreement or Jo Daviess County Transit's rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event Jo Daviess County Transit attempts to assign, transfer, convey or otherwise alter this Agreement or Jo Daviess County's rights, duties or obligations hereunder or any part thereof without the prior written consent of the City, City may, at this option, terminate this Agreement immediately.

Section 7: Insurance

Jo Daviess County Transit shall, for the period of this Agreement, carry and maintain in full force and effect, insurance in such company or companies while it is performing hereunder, in the following types and amounts:

<u>Type of Insurance</u>	<u>Amount</u>
PERSONAL INJURY & PROPERTY	Combined Single Limit
DAMAGE LIABILITY INSURANCE	\$1,000,000.00 Per Occurrence
WORKMAN'S COMPENSATION	Full Statutory Limits
<i>Jo Daviess County Transit System employees only.</i>	

Section 8: Indemnification and Hold Harmless

Jo Daviess County Transit agrees to indemnify and hold harmless the City of Galena, it's officers, employees, agents and servants (except for the indemnitee's action of gross negligence or willful misconduct), from and against any and all liability, claims, demands, actions or suits of whatever character or kind, arising or resulting from, or in any way connected with, Jo Daviess County Transit's performance of this Agreement, the operations of Jo Daviess County Transit, it's agents, employees, or subcontractors, or the failure of Jo Daviess County Transit to comply with the provisions and requirements of all applicable.

Section 9: City's Obligations

During the duration of this Agreement, the City agrees to:

- a. Grant Jo Daviess County Transit vehicles access to any and all City streets for boarding and de-boarding purposes.
- b. Pay Jo Daviess county Transit the full amount of invoices within 30 days of the invoice date.

Section 10: Terminations

- A. In the event either party to this Agreement defaults in the performance of any of the agreements or covenants to be kept, done or performed under the terms of this Agreement, the party alleged to be in default shall be notified in writing of the nature of such default. Within five (5) days following such notice, the party alleged to be in default shall:

Correct the fault; or in the case of a default not capable of being corrected within 5 days, commence correcting the default with due diligence on terms and conditions acceptable to both parties.

- B. In the event either party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all the following rights and remedies which the non-defaulting party may exercise singly or in combination;

The right to declare that this Agreement together with all rights granted hereunder are terminated, effective upon such date as the non-defaulting party shall designate.

The right to enter into an agreement with others, to perform the services otherwise to be performed by Jo Daviess County Transit hereunder, or to perform such services itself.

Section 11: Notices

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

City: City Administrator, Mark Moran
101 Green Street—PO Box 310, Galena, IL. 61036

Jo Daviess County Transit: Transit Director, Kathleen Gable
Jo Daviess County Transit
710 S. West Street – PO Box 6087, Galena IL. 61036

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

Section 12: Waiver

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

Section 13: Amendment

This Agreement may be modified or amended only by a written agreement duly executed by both parties hereto or their representatives

Section 14: Termination

This Agreement may be terminated in whole or in part by either party following a 15 day written notice to the other party of such intent to terminate.

Section: 15 Entirety

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

Dated: _____

City of Galena, a Municipal Corporation

By: _____
Mayor

Attest to:

City Clerk

Jo Daviess County Transit

Transit Director

Witness:

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: October 21, 2015

RE: Employee Insurance

Our employee health, dental, disability and life insurance policies are subject to renewal November 1. This report explains the cost changes, the costs relative to budget, and recommends a course of action for the continuation of the insurance benefits.

Policy Renewal

The health insurance premium with Blue Cross/Blue Shield of Illinois (BCBS) is the largest component of the employee insurance package. We have 25 employees on a high-deductible Health Savings Account (HSA) policy and two employees on a more traditional deductible and co-pay policy. We are in the process of phasing out the old policy and all new employees are required to enroll in the HSA if they require health insurance.

Based on our current employee census, the premium cost of our health-only policies would be \$381,678, or 12.9% higher than last year. This follows a 15.8% increase last year. More than 84% of the current increase is attributable to our claims risk, or the actual medical conditions and experiences of our group. The premium cost increases as the claims risk increases. The remainder of the increase is the result of medical pricing trends in our geographic area.

Our dental insurance through MetLife is subject to a 4.0% increase. Shifting our dental policy from MetLife to Principal would reduce the annual dental premium 17.3% from the current rate and save more than \$4,100 for the year. The annual dental premium would be \$19,648. We were unable to find significantly competitive alternatives to our current short-term disability and life policies with MetLife. The current disability policy would increase 9.2% and our life policy would increase 7.3%. These policies carry small premiums so the total dollar increase for the disability and life policies combined would be only \$254 for the year. The cost of each policy, the total cost, and the percent change from last year is shown in Table 1 on the following page.

Table 1. Proposed Insurance Renewal Premiums

Policy	Renewal Cost	Cost Change	Percent Change
BCBS Health	\$381,678	\$48,869	12.9%
MetLife Dental	\$19,648	-\$4,112	-17.3%
MetLife Short Term Disability	\$1,229	\$104	9.2%
MetLife Life	\$2,201	\$150	7.3%
TOTAL	\$404,756	\$40,011	

Rate History

The year-to-year change for each of our four policies for the years 2012-2016 is shown in Table 2 below. The average annual change is also presented. The percent change for each of the proposed premiums is shown in year 2015-16 and highlighted in yellow.

Table 2. Insurance Premium Change per Year: 2012-2016

Policy	2011-12 Change	2012-13 Change	2013-14 Change	2014-15 Change	2015-16 Change	5-Year Average
BCBS Health	-1.3%	7.7%	4.42%	15.8%	12.9%	8.9 %
MetLife/Principal Dental	2.8%	0.0%	0.0%	6.2%	-17.3	0.1 %
MetLife Short Term Disability	0.0%	0.0%	0.0%	0.0%	9.2	1.8 %
MetLife Life	0.0%	0.0%	0.0%	0.0%	7.3	1.4%

Comparing Health Insurance Options

Our health insurance policy is clearly the largest component of our insurance costs. With the assistance of Better Business Planning, we obtained comparison quotes for health insurance from four other companies. The quoted insurance coverages match the benefits of our current insurance as closely as possible, but generally have lower benefits or higher out-of-pocket costs for our employees than our current policies.

Three of the four alternate companies provided *intital* quotes lower than our current premiums. United Health Care quoted their policy at 21% below our current premium rates. Aetna and Land of Lincoln quoted 1.8% and 3.3% higher than our current rates (but lower than our renewal quotes from BlueCross). The quotes from each company are shown in Table 3 on the following page.

Table 3. Comparable Health Policy Premiums

Policy	Percent Change
BCBS PPO and HSA Health (Current)	12.9%
United Health Care	-20.1%
Aetna	1.8%
Land of Lincoln	3.3%
Humana	176.6%

In order to obtain final quotes, each company requires a formal application and health history questionnaires from each of our employees and their covered family members. They would also likely require disclosure of the current unfavorable quote from our current carrier (this quote would indicate risk within the group). Given the limited time until our November 1 renewal deadline, one option would be to approve the health policies with BlueCross and complete the formal application process with the company with the lowest initial quote, United Health Care, over the next 30 days. If the final United Health Care premiums are preferable, we could cancel our policy with BlueCross and initiate the United Health Care policy effective December 1.

Employee Share of Premium Costs

In 2008, we negotiated changes to the employee union contracts to increase the percent of the premiums paid by the employee for health, dental, disability and life. Our goal was to have all employees paying 20% of the total premium by 2012. After achieving the 20% goal, the employee share has dipped below 20% because the premium increases have outpaced the maximum employee contribution increases permitted by the union contracts. According to the union contracts, the amount that the employee contributes toward the total premium cannot increase more than 3.5% per year. Under the proposed premiums, employees would pay a total of \$63,380, or between 15.1% and 17.6% of their total premium depending on their plan (single, employee + spouse, employee + child(ren), or family). The gradual reduction of the employee share of the premium cost is a topic that should be revisited during the next collective bargaining contract renewals. The Police Department collective bargaining contract expires April 30, 2016 so negotiations will begin soon.

Cost Comparison with Budget

The table on the following page shows the City’s share of the expected insurance premium costs for the entire fiscal year, the current year budget for the expenses, and the projected shortfall of \$34,667. The shortfall is mostly the result of the larger than expected health premium increase of 12.9%

Table 4. Proposed Insurance Renewal Premiums vs. Budget

Policies	Projected Cost for Current Budget Year	Current Year Budget	Budget Shortfall
Health, Dental, Disability, and Life	\$341,367	\$306,700	\$34,667

Half of the unbudgeted expenses, or \$17,334 would be payable in the current fiscal year. The insurance costs are expensed entirely to the General Fund in the current budget. A budget amendment would need to be adopted to fully fund the premium expenses. We may want to explore allocating some of the insurance expenses to other funds as part of the amendment or in the next fiscal year budget.

Health insurance costs continue to rise and continue to be a sizable component of the total personnel expense. The City has taken important steps toward reducing the City’s insurance costs, including, shifting to the high deductible HSA plan, increasing the employee contribution toward the premiums, and phasing out the costly Insurance Savings Account (ISA) program. The elimination of the ISA saves the City \$80,000 over the five years beginning in 2013.

I recommend renewing the health policy with BlueCross, switching to Principal for dental, and renewing the disability and life policies with MetLife. I am prepared to obtain a final quote for health insurance from United Health Care upon your request.

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Matt Oldenburg, Deputy City Engineer

DATE: 21 October 2015

RE: Galena Fire Department Training Center Barn Project
Approval of Quotes

As part of ongoing improvements to the barn at the Galena Fire Department Training Center, two separate requests for quotes were sent to six total contractors. These will be returned to city hall on Monday 26 October at 10:00 am.

The proposed work includes:

1. Concrete work: Partial slab removal and partial foundation removal to place new concrete piers; install new concrete piers to add columns for new garage doors; replace removed slab with new slab.
2. Framing work: Install temporary shoring to facilitate foundation work; install new garage door columns, jambs, headers and trim for five doors; install single man door and trim; install three awning windows and trim; install wall studs and ceiling purlins for nailers; reinstall siding and soffit around new garage door areas.

I will have details of the quotes and a recommendation to the city council at Monday night's meeting.

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
AMERICAN WATER ENTERPRISES (1005)							
MA007-2001	1	Invoice	WATER CONTRACT	10/01/2015	26,304.30		51.42.515.00
MA007-2001	2	Invoice	SEWER CONTRACT	10/01/2015	26,304.30		52.43.515.01
MA007-2001	3	Invoice	CONTRACT	10/01/2015	2,156.54		52.43.515.01
MA007-2001	4	Invoice	CONTRACT	10/01/2015	2,156.55		51.42.515.00
Total AMERICAN WATER ENTERPRISES (1005):					56,921.69		
AT & T (LOCAL) (103)							
101515	1	Invoice	POOL/PHONE	10/15/2015	28.15		59.55.552.00
101515	2	Invoice	PUBLIC WORKS/PHONE	10/15/2015	43.53		01.41.552.00
101515	3	Invoice	FIRE DEPARTMENT/PHO	10/15/2015	98.30		22.22.552.00
101515	4	Invoice	EMS/PHONE	10/15/2015	28.15		12.10.552.00
101515	5	Invoice	POLICE/PHONE	10/15/2015	508.16		01.21.552.00
101515	6	Invoice	FIRE DEPARTMENT/PHO	10/15/2015	32.57		22.22.552.00
101515	7	Invoice	FINANCE/PHONE	10/15/2015	221.86		01.13.552.00
101515	8	Invoice	FLOOD CONTROL/PHON	10/15/2015	28.15		20.25.515.00
101515	9	Invoice	FINANCE/PHONE	10/15/2015	95.91		01.13.552.00
Total AT & T (LOCAL) (103):					1,084.78		
BARD MATERIALS CENTRAL REGION (119788)							
194156	1	Invoice	ST. LIGHT BROADWAY	10/10/2015	177.00		01.41.514.11
Total BARD MATERIALS CENTRAL REGION (119788):					177.00		
BEYER, JOSEPH (119464)							
175371	1	Invoice	BLACKSMITH SHOP PAIN	10/21/2015	350.00		01.13.511.02
Total BEYER, JOSEPH (119464):					350.00		
BLACKHAWK SPRINKLERS (616)							
84853	1	Invoice	SPRINKLER SYSTEM FAI	10/16/2015	862.00		58.54.511.00
84854	1	Invoice	SPRINKLER SYSTEM FAI	10/16/2015	583.00		58.54.511.00
84869	1	Invoice	SPRINKLER SYSTEM FAI	10/16/2015	2,650.00		58.54.511.00
Total BLACKHAWK SPRINKLERS (616):					4,095.00		
BONNELL INDUSTRIES INC. (854)							
0164343	1	Invoice	BARRICADES	10/16/2015	375.24		01.41.652.04
Total BONNELL INDUSTRIES INC. (854):					375.24		
BOOKLESS, JOHN (250)							
050808	1	Invoice	SPRINKLER SYSTEM FAI	10/15/2015	75.00		58.54.511.00
Total BOOKLESS, JOHN (250):					75.00		
BOUGHTON, CATHERINE (120197)							
100115	1	Invoice	CREDIT BALANCE REFU	10/01/2015	3.57		98.115.0
Total BOUGHTON, CATHERINE (120197):					3.57		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
CARD SERVICE CENTER (119840)							
101515	1	Invoice	EXCHANGE ON LINE	10/15/2015	101.50		51.42.929.00
101515	2	Invoice	CREATIVE CLOUD	10/15/2015	21.24		01.16.563.00
101515	3	Invoice	PARKING	10/15/2015	2.00		01.13.651.02
Total CARD SERVICE CENTER (119840):					124.74		
CUB SCOUT PACK 93 (119712)							
101515	1	Invoice	COUNTRY FAIR PARKIN	10/15/2015	1,160.00		01.11.929.02
Total CUB SCOUT PACK 93 (119712):					1,160.00		
DECKER SUPPLY CO., INC. (867)							
88819	1	Invoice	SIGNS/BARRICADES	10/06/2015	91.51		01.41.652.04
Total DECKER SUPPLY CO., INC. (867):					91.51		
DOIG, KATHLEEN (119339)							
990634	1	Invoice	MARKET HOUSE RESTR	10/20/2015	515.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					515.00		
DUBUQUE FIRE EQUIPMENT, INC. (631)							
107810	1	Invoice	6 YEAR EXT. TEARDOWN	09/18/2015	79.55		22.22.652.00
Total DUBUQUE FIRE EQUIPMENT, INC. (631):					79.55		
EAST GALENA TOWNSHIP (119665)							
101515	1	Invoice	EQUIPMENT RENTALS	10/15/2015	1,875.00		01.41.594.00
Total EAST GALENA TOWNSHIP (119665):					1,875.00		
ELECTRICAL ENGINEERING & EQUIP. CO. (120191)							
4416378	1	Invoice	GENERATOR MAINTENA	09/30/2015	375.00		52.43.549.00
4416387-00	1	Invoice	GENERATOR MAINTENA	09/30/2015	460.00		52.43.929.00
4416392	1	Invoice	GENERATOR MAINTENA	09/30/2015	390.00		52.43.549.00
4416399	1	Invoice	GENERATOR MAINTENA	09/30/2015	385.00		52.43.549.00
4416399	2	Invoice	GENERATOR MAINTENA	09/30/2015	5.00		52.43.929.00
4416403-00	1	Invoice	GENERATOR MAINTENA	09/30/2015	575.00		52.43.929.00
4416418-00	1	Invoice	GENERATOR MAINTENA	09/30/2015	675.00		20.25.929.00
4416425	1	Invoice	GENERATOR MAINTENA	09/30/2015	960.00		52.43.929.00
Total ELECTRICAL ENGINEERING & EQUIP. CO. (120191):					3,825.00		
FULL SOURCE (120193)							
FS2470801-	1	Invoice	PARADE CROWD CONTR	10/14/2015	163.45		01.41.652.00
Total FULL SOURCE (120193):					163.45		
GALENA CHRYSLER (82)							
61073	1	Invoice	SQUAD 1 MAINTENANCE	09/21/2015	158.27		01.21.513.06
61168	1	Invoice	SQUAD 3 MAINTENANCE	09/28/2015	170.91		01.21.513.06
61183	1	Invoice	SQUAD 4 MAINTENANCE	09/29/2015	27.47		01.21.513.06

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA CHRYSLER (82):					356.65		
GALL'S, INC. (712)							
004160767	1	Invoice	UNIFORMS/NATHAN	10/01/2015	255.45		01.21.471.15
Total GALL'S, INC. (712):					255.45		
GHS AFTER PROM (750)							
101515	1	Invoice	COUNTRY FAIR PARKIN	10/15/2015	550.00		01.11.929.02
Total GHS AFTER PROM (750):					550.00		
GHS MUSIC BOOSTERS (119711)							
101515	1	Invoice	COUNTRY FAIR PARKIN	10/15/2015	4,300.00		01.11.929.02
Total GHS MUSIC BOOSTERS (119711):					4,300.00		
GLOBAL REACH INTERNET PROD. (119792)							
69205	1	Invoice	HOSTING FEES	09/01/2015	85.00		01.13.512.05
69205	2	Invoice	SERVER INSTALL	09/01/2015	492.00		01.21.549.00
Total GLOBAL REACH INTERNET PROD. (119792):					577.00		
HALSTEAD, MARY L. (119966)							
101515	1	Invoice	CITY HALL JANITOR	10/15/2015	240.00		01.13.511.07
101515	2	Invoice	PUBLIC RESTROOMS AT	10/15/2015	225.00		01.13.511.08
101515	3	Invoice	PARKS RESTROOMS	10/15/2015	675.00		17.52.422.00
Total HALSTEAD, MARY L. (119966):					1,140.00		
HEALTHCARE SERVICE CORPORATION (118931)							
101515	1	Invoice	HSA/FAMILY/EMPLOYEE	10/15/2015	4,361.00		01.218.0
101515	2	Invoice	PPO/BLUE CROSS BLUE	10/15/2015	396.00		01.218.0
101515	3	Invoice	W/BLUE CROSS/BLUE S	10/15/2015	875.71		78.32.464.02
101515	4	Invoice	HEALTH INSURANCE	10/15/2015	23,197.75		01.13.451.00
Total HEALTHCARE SERVICE CORPORATION (118931):					28,830.46		
HEARTLAND FIRE & SECURITY (119499)							
12198	1	Invoice	ANNUAL FIRE ALARM SE	10/08/2015	263.40		58.54.511.00
Total HEARTLAND FIRE & SECURITY (119499):					263.40		
HILLARD, DONNA (120194)							
102015	1	Invoice	DEPOSIT REFUND	10/20/2015	200.00		58.54.929.00
Total HILLARD, DONNA (120194):					200.00		
HYDE, MARY BETH (101)							
102215	1	Invoice	TRAVEL/TRAINING	10/22/2015	602.61		01.14.562.00
Total HYDE, MARY BETH (101):					602.61		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
IL ENVIRONMENTAL PROTECT. AGEN (118774)							
100915	1	Invoice	EPA PERMITS	10/09/2015	17,500.00		52.43.570.00
Total IL ENVIRONMENTAL PROTECT. AGEN (118774):					17,500.00		
ILLINOIS FIRE STORE (119034)							
35332	1	Invoice	NOZZLES/FIRE EDUCTO	09/30/2015	2,730.77		22.22.840.00
Total ILLINOIS FIRE STORE (119034):					2,730.77		
ILLINOIS STATE POLICE (1152)							
100115	1	Invoice	BACKGROUND CHECK	10/01/2015	89.25		01.21.549.00
Total ILLINOIS STATE POLICE (1152):					89.25		
IML RISK MANAGEMENT ASSOCIATION (432)							
073015	1	Invoice	LOSS FUND PAYMENT	07/30/2015	10,235.92		14.14.591.06
Total IML RISK MANAGEMENT ASSOCIATION (432):					10,235.92		
IMS ALLIANCE (120190)							
108370	1	Invoice	COMMAND BOARDS	10/14/2015	405.65		22.22.840.00
Total IMS ALLIANCE (120190):					405.65		
JA-MAR PATTERN, INC. (119620)							
16341	1	Invoice	PARK IMPROVEMENTS	10/12/2015	1,715.00		17.52.820.06
Total JA-MAR PATTERN, INC. (119620):					1,715.00		
JO CARROLL ENERGY, INC. (397)							
101515	1	Invoice	ELECTRICK (ST. LIGHTS)	10/15/2015	538.29		15.41.572.00
101515	2	Invoice	PUBLIC WORKS/ELECTRI	10/15/2015	359.86		01.41.571.01
101515	3	Invoice	PARKS/ELECTRIC	10/15/2015	281.45		17.52.571.01
101515	4	Invoice	FIRE/ELECTRIC	10/15/2015	59.74		22.22.576.01
101515	5	Invoice	POOL	10/15/2015	506.54		59.55.571.01
10152015	1	Invoice	NEW SERVICE CEMETER	10/15/2015	600.00		01.41.614.04
Total JO CARROLL ENERGY, INC. (397):					2,345.88		
JO DAVIESS COUNTY RADIO PATROL (593)							
1-101215	1	Invoice	RADIO PATROL-COUNTR	10/12/2015	931.50		01.21.540.01
Total JO DAVIESS COUNTY RADIO PATROL (593):					931.50		
JO DAVIESS CTY GIS DEPT (330)							
101315	1	Invoice	ZONING MAPS	10/13/2015	200.19		01.16.554.00
Total JO DAVIESS CTY GIS DEPT (330):					200.19		
JO DAVIESS CTY SHERIFF (116)							
101915	1	Invoice	TIRES	10/19/2015	220.00		01.41.613.12

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JO DAVIESS CTY SHERIFF (116):					220.00		
JOHN DEERE FINANCIAL (119690)							
101515	1	Invoice	BOOTS	10/15/2015	170.98		01.41.471.09
101515	2	Invoice	MISC. SUPPLIES	10/15/2015	37.98		01.41.653.00
101515	3	Invoice	MISC. SUPPLIES	10/15/2015	7.90		17.52.652.00
Total JOHN DEERE FINANCIAL (119690):					216.86		
KIRWAN, KATHERINE (120198)							
100115	1	Invoice	CREDIT BALANCE REFU	10/01/2015	2.79		98.115.0
Total KIRWAN, KATHERINE (120198):					2.79		
LAFAYETTE COUNTY HIGHWAY DEPT (119719)							
100815	1	Invoice	COLD PATCH	10/08/2015	2,880.00		15.41.614.00
Total LAFAYETTE COUNTY HIGHWAY DEPT (119719):					2,880.00		
LAWSON PRODUCTS, INC. (627)							
9303620347	1	Invoice	SUPPLIES	10/13/2015	225.27		01.41.652.00
Total LAWSON PRODUCTS, INC. (627):					225.27		
LEXISNEXIS RISK DATA MGMT. INC (376)							
1343164-201	1	Invoice	INVESTIGATION PROGR	09/30/2015	33.75		01.21.652.03
Total LEXISNEXIS RISK DATA MGMT. INC (376):					33.75		
LOCKSMITH EXPRESS (105)							
096076	1	Invoice	KEY REPLICATION	10/08/2015	79.05		58.54.820.00
Total LOCKSMITH EXPRESS (105):					79.05		
LOUIE'S TRENCHING SERVICE (127)							
101515	1	Invoice	CONSTRUCTION	10/15/2015	67,999.50		52.43.850.05
3820	1	Invoice	GREEN STREET PATCHE	10/05/2015	44.80		01.41.614.04
Total LOUIE'S TRENCHING SERVICE (127):					68,044.30		
MABAS DIVISION 49 (118991)							
091515	1	Invoice	DUES	09/15/2015	225.00		22.22.561.00
Total MABAS DIVISION 49 (118991):					225.00		
MONTGOMERY TRUCKING (133)							
131272	1	Invoice	DUMPSTER RENTAL	10/01/2015	45.00		22.22.652.00
Total MONTGOMERY TRUCKING (133):					45.00		
MORALES, EZEQUIEL (120199)							
100115	1	Invoice	CREDIT BALANCE REFU	10/01/2015	2.04		98.115.0

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total MORALES, EZEQUIEL (120199):					2.04		
MOTOROLA SOLUTIONS - STARCOM (119812)							
2027382720	1	Invoice	MONTHLY RATE FOR ST	10/01/2015	10.00		01.21.651.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
MURRAY, B. L. CO. INC. (135)							
88580	1	Invoice	SUPPLIES	10/09/2015	52.80		01.13.654.00
Total MURRAY, B. L. CO. INC. (135):					52.80		
NAPA AUTO PARTS (79)							
101515	1	Invoice	MISC. EQUIPMENT	10/15/2015	21.96		17.52.652.00
101515	2	Invoice	MISC. EQUIPMENT	10/15/2015	13.99		01.41.652.00
101515	3	Invoice	LEAF BLOWER	10/15/2015	179.95		17.52.830.01
101515	4	Invoice	VEHICLE MAINTENANCE	10/15/2015	219.00		20.25.513.00
Total NAPA AUTO PARTS (79):					434.90		
NUTOYS LEISURE PRODUCTS (373)							
43597	1	Invoice	BENCH DONATION	10/14/2015	1,487.00		17.52.870.01
Total NUTOYS LEISURE PRODUCTS (373):					1,487.00		
O'HERRON CO.INC., RAY (548)							
1557837	1	Invoice	NEW DUTY WEAPON FO	10/20/2015	432.51		01.21.652.02
1557837	2	Invoice	CREDIT MEMO	10/20/2015	300.00-		01.21.652.02
Total O'HERRON CO.INC., RAY (548):					132.51		
QUILL CORP. (686)							
8296105	1	Invoice	OFFICE SUPPLIES/POLIC	10/01/2015	168.96		01.21.651.00
Total QUILL CORP. (686):					168.96		
RYAN, ANGELA (119753)							
101315	1	Invoice	DEPOSIT REFUND	10/13/2015	200.00		58.54.929.00
Total RYAN, ANGELA (119753):					200.00		
SECOND CHANCE CARDIAC SOLUTIONS (120048)							
15-010-134	1	Invoice	DEFIBRILLATORS (3)	10/13/2015	1,415.30		01.41.511.00
15-010-134	2	Invoice	DEFIBRILLATORS (3)	10/13/2015	1,420.00		01.11.929.01
15-010-134	3	Invoice	DEFIBRILLATORS (3)	10/13/2015	1,420.00		51.42.929.00
15-010-140	1	Invoice	DUI FUND EXPENSE	10/14/2015	1,213.45		01.21.914.00
Total SECOND CHANCE CARDIAC SOLUTIONS (120048):					5,468.75		
SENSUS METERING USA (287)							
ZA16007215	1	Invoice	UPGRADE	09/30/2015	1,838.00		51.42.684.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total SENSUS METERING USA (287):					1,838.00		
SHANKS, GLEN & LOIS (120200)							
100115	1	Invoice	CREDIT BALANCE REFU	10/01/2015	38.39		98.115.0
Total SHANKS, GLEN & LOIS (120200):					38.39		
SINAGRA, KEVIN (120196)							
101515	1	Invoice	BOOTS	10/15/2015	110.67		01.41.471.09
Total SINAGRA, KEVIN (120196):					110.67		
ST. MATTHEWS LUTHERAN CHURCH (120192)							
101515	1	Invoice	COUNTRY FAIR PARKIN	10/15/2015	582.00		01.11.929.02
Total ST. MATTHEWS LUTHERAN CHURCH (120192):					582.00		
SUPERIOR WELDING SUPPLY (181)							
L4240809	1	Invoice	WELDING SUPPLIES	10/03/2015	200.00		01.41.652.02
Total SUPERIOR WELDING SUPPLY (181):					200.00		
TOP NOTCH PLUMBING, HEATING (625)							
102926	1	Invoice	CITY HALL RESTROOM R	10/15/2015	124.24		01.13.511.08
Total TOP NOTCH PLUMBING, HEATING (625):					124.24		
TOTALFUNDS BY HASLER (119730)							
101515	1	Invoice	POSTAGE	10/15/2015	1,000.00		01.13.551.00
TOTALFUNDS BY HASLER (119730):					1,000.00		
TRI-STATE PORTA POTTY, INC. (908)							
3385	1	Invoice	BIKE TRAIL/PORTA POTT	10/09/2015	180.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					180.00		
UNIFORM DEN EAST, INC. (119474)							
41856	1	Invoice	UNIFORMS/NATHAN	10/17/2015	101.00		01.21.471.15
Total UNIFORM DEN EAST, INC. (119474):					101.00		
VALLEY PERENNIALS (118994)							
6325	1	Invoice	TREE DONATION	10/06/2015	80.00		17.52.820.06
Total VALLEY PERENNIALS (118994):					80.00		
VAN METER INC. (141)							
S8768384.00	1	Invoice	LED LIGHTING	10/14/2015	12,697.00		01.41.614.06
Total VAN METER INC. (141):					12,697.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
VERIZON WIRELESS (316)							
101515	1	Invoice	FIRE DEPARTMENT/VERI	10/15/2015	76.02		22.22.655.00
101515	2	Invoice	VERIZON JET PACK FOR	10/15/2015	38.01		01.21.652.03
Total VERIZON WIRELESS (316):					114.03		
WAL-MART COMMUNITY (CC) (1258)							
101515	1	Invoice	OFFICE SUPPLIES	10/15/2015	22.77		01.13.651.02
101515	2	Invoice	MISC. SUPPLIES	10/15/2015	92.73		01.41.652.00
101515	3	Invoice	OFFICE SUPPLIES	10/15/2015	54.64		01.21.651.00
Total WAL-MART COMMUNITY (CC) (1258):					170.14		
WEBER PAPER COMPANY (40)							
620750	1	Invoice	JANITOR SUPPLIES	10/08/2015	217.74		01.13.654.00
Total WEBER PAPER COMPANY (40):					217.74		
WHITE CONSTRUCTION CO., INC. (119359)							
102115	1	Invoice	TURNER HALL JANITORI	10/21/2015	350.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					350.00		
WOODSTOCK REVIVAL (120195)							
101315	1	Invoice	DAMAGE DEPOSIT REFU	10/13/2015	200.00		58.54.929.00
Total WOODSTOCK REVIVAL (120195):					200.00		
Grand Totals:					242,078.45		

Report GL Period Summary

Vendor number hash: 5049900
 Vendor number hash - split: 6614808
 Total number of invoices: 83
 Total number of transactions: 118

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	242,078.45	242,078.45
Grand Totals:	242,078.45	242,078.45