



# City of Galena, Illinois

## AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, DECEMBER 28, 2015

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

ITEM	DESCRIPTION
15C-0483.	Call to Order by Presiding Officer
15C-0484.	Roll Call
15C-0485.	Establishment of Quorum
15C-0486.	Pledge of Allegiance
15C-0487.	Reports of Standing Committees
15C-0488.	Citizens Comments <ul style="list-style-type: none"> <li>• Not to exceed 15 minutes as an agenda item</li> <li>• Not more than 3 minutes per speaker</li> <li>• No testimony on zoning items where a public hearing has been conducted</li> </ul>

## PUBLIC HEARING

ITEM	DESCRIPTION	PAGE
15C-0489.	Public Hearing on an Application by RJR Holdings, Inc., Owner 937 Galena Square, to Subdivide 2.11 Acres into Two Parcels	4-7

## CONSENT AGENDA CA15-24

ITEM	DESCRIPTION	PAGE
15C-0490.	Approval of the Minutes of the Regular City Council Meeting of December 14, 2015	8-13
15C-0491.	Approval of Change Order #1 for Turner Hall Rear Wall Excavation Project	14-15

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

ITEM	DESCRIPTION	PAGE
15C-0492.	Discussion and Possible Action on an Application by RJR Holdings, Inc., Owner 937 Galena Square, for a Preliminary Plat of Subdivision for Dividing 2.11 Acres into Two Parcels	4-7
15C-0493.	Discussion and Possible Action on a Recommendation from the Deer Committee to Undertake a Count of Deer in Galena by Helicopter in 2016	16-17
15C-0494.	First Reading of an Ordinance Annexing 4.08 Acres (Casey's General Store)	18-23
15C-0495.	First Reading of an Ordinance Amending the Zoning Map from Limited Agricultural to General Commercial District for Casey's General Store	24-26
15C-0496.	Discussion and Possible Action on a Conservation Easement for an 80-Acre Addition to Gateway Park	27-50
15C-0497.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena, Illinois for the 2010 Sewer Bonds	51-54
15C-0498.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena, Illinois for the 2012A Bonds	55-57
15C-0499.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena, Illinois for the 2012B Bonds	58-60

**LIQUOR COMMISSION**

ITEM	DESCRIPTION	PAGE
15C-0500.	Discussion and Possible Action on an Application by Casey's Retail Company for a Class B Liquor License, for Casey's General Store #3452, 10889 West Red Gates Road	61-64
15C-0501.	Discussion and Possible Action on Corporation Manager Liquor License for Kevin Kloser, for Casey's General Store #3451, 10889 West Red Gates Road	65-66

**NEW BUSINESS (CONTINUED)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
15C-0502.	Warrants	67-73
15C-0503.	Alderspersons' Comments	
15C-0504.	City Administrator's Report	
15C-0505.	Mayor's Report	
15C-0506.	Adjournment	

**CALENDAR INFORMATION**

<b>BOARD/COMMITTEE</b>	<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
Unified Destination Marketing Comm.	Tues. January 5	7:00 P.M.	City Hall, 101 Green Street
Turner Hall Committee	Thurs. January 7	8:30 A.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. January 7	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. January 11	6:30 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. January 13	6:30 P.M.	City Hall, 101 Green Street
Deer Committee	Wed. January 20	6:30 P.M.	City Hall, 101 Green Street

Posted: Wednesday, December 23, 2015 at 3:30 p.m. Posted By:

**MEMORANDUM**

TO: Honorable Mayor Renner, City Council and City Administrator

FROM: Matt Oldenburg, Zoning Administrator

MATT

DATE: December 22, 2015

RE: Cal. No. 15SUB-01, Applicant: Adam Johnson, 211 Fourth Street, for Owner: RJR Holdings, Inc., 937 Galena Square, Galena, IL 61036. Location: Parcel: 22-200-079-03, Lot 3 of Galena Square Subdivision in the City of Galena, IL. Common address 937 and 939 Galena Square Drive, Galena, IL 61036. Request to subdivide approximately 2.11 acres into two parcels.

Summary:

The applicant is proposing to re-subdivide the existing 2.11 acre property that is comprised of Lot 3 in the Galena Square Subdivision in the City of Galena. The applicant is requesting approval of the Preliminary Plat for the re-subdivision to become Lots 1 and 2 of the "RJR Holdings Subdivision for Galena Chrysler". The proposed subdivision consists of Lot 1, containing 1.08 acres situated to the West and Lot 2, containing 1.024 acres situated to the East.

- All proposed lots meet the minimum lot area of 20,000 square feet required in the Planned Commercial district.
- All proposed lots meet the minimum lot frontage requirement of 25 feet.
- The newly created Lot 2 will continue to have easement of access along "Grand Cherokee Drive" as part of a Joint Driveway Easement Agreement, recorded document 270326.
- Existing development still meets applicable zoning requirements after approval of subdivision.

Staff Comments:

Staff Comments on the preliminary plat are included below:

- The existing drainage area in the Southern portion of the development should be maintained to keep existing natural drainage patterns in place (Section 154.508 of the Zoning Code).

ZBA Recommendation:

No zoning action was needed for this request; instead, City Council will hold the public hearing and take possible action.

Staff Recommendation:

Based on Staff review of this request with respect to the Zoning Ordinance and the Subdivision Ordinance, Staff does recommend to the City Council approval of the preliminary plat. If no changes are required after approval of preliminary plat, Staff recommends approval of the preliminary plat as the final plat per §153.58.

# CITY OF GALENA, ILLINOIS



## Application for Subdivision Approval

Name of Applicant: Adam Johnson, 211 Fourth St.

Phone #: 815-281-1577 Email: adamizso333@gmail.com

Name of Property Owner (if different than applicant): RJR Holdings, Inc.

Address of Property: 939 GALENA SQUARE

Current Use of Property: INDOOR SALES & SERVICE

Proposed Use of Property: RECREATIONAL & PROFESSIONAL SERVICE

Current Zoning District: PC Within Historic District?:  Yes  No

Proposed Zoning District: PC

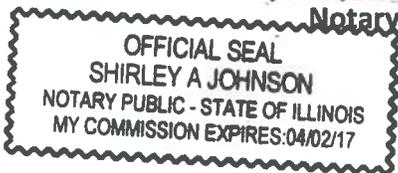
Please provide the following:

- Provide a written narrative explaining why the proposed subdivision or the property should be approved.
- Provide all plats, site plans, and other information as may be required by the Subdivision Ordinance or the Planning Department.
- Provide the names and addresses of surrounding property owners from the property in question for a distance of two-hundred-fifty (250) feet in all directions. Please exclude the number of feet occupied by all public roads, streets, alleys, and public ways in computing the 250 feet requirement.

I certify that all the information provided above is complete and correct to the best of my knowledge and belief.

[Signature] 12/14/15  
Applicant's Signature Date

[Signature] 12.14.15 April 2, 2017  
Notary's Signature Date Commission Expiration



**Subdivision Request for Lot 3 of Galena Square**

The purpose of this subdivision request is to create two parcels from Lot 3 of Galena Square Subdivision. Lot 3 currently consists of two buildings: Galena Chrysler and the old Harley Davidson store.

The Galena Clinic has purchased the old Harley building and wishes to separate the property from the rest of the Galena Chrysler site. Lot 3 would then be re-subdivided to two new lots, Lots 1 and 2 of "RJR Holdings Subdivision for Galena Chrysler". Lot 1 would consist of 1.08 acres and be situated to the West; Lot 2 would consist of 1.024 acres and be situated to the East.

The new property dividing line would extend from the North boundary, between the two buildings along the lane that drives around the Harley building to the rear, down to the South boundary of Lot 3.

RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN

PLAT OF SUBDIVISION

FOR  
LOTS 1 AND 2  
OF

"RJR HOLDINGS SUBDIVISION FOR GALENA CHRYSLER"

BEING A RE-SUBDIVISION OF LOT 3 IN GALENA SQUARE, A SUBDIVISION LOCATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF GALENA, WEST GALENA TOWNSHIP, JO DAVIESS COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED MAY 3, 1993, AS DOCUMENT NO. 223247, IN PLAN HOLD C OF PLATS, PAGE 246, IN THE OFFICE OF THE JO DAVIESS COUNTY RECORDER, THE BOUNDARY OF SAID SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE SHEET 2 FOR LEGAL DESCRIPTION

NOTE: FOR THE PURPOSES OF THIS SURVEY, THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 13, IS ASSUMED TO BEAR SOUTH 01 DEGREES 27 MINUTES 54 SECONDS WEST, AS OBSERVED BY GPS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF JO DAVIESS ) SS

I, PAUL C. BRASHAW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-2567, DO HEREBY CERTIFY THAT I HAVE FOUND AND/OR SET THE SURVEY MONUMENTS, ALL AS SHOWN ON THE ACCOMPANYING PLAT OF SURVEY. I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE SPECIFIED. THE COURSES AND DISTANCES OF THE SURVEY MAY VARY FROM THE RECORDED CALLS, BASED ON THE EXISTENCE OF FOUND MONUMENTATION, OCCUPATION, OR OTHER CONTROLLING CALLS OF CONDITIONS THAT HAVE OCCURRED IN THE PERFORMANCE OF THE PROPERTY SURVEYED.

I FURTHER CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNED AND SEALED THIS 17th DAY OF November, 2015.

*Paul C. Brashaw*

PAUL C. BRASHAW  
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-2567  
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2016



SURVEYED FOR RJR HOLDINGS, INC.  
JOHN AND ROSEAN WILSON  
GALENA CHRYSLER DODGE JEEP  
937 GALENA SQUARE DRIVE  
GALENA, ILLINOIS 61036  
TELEPHONE 815) 777-4477 (OFFICE)  
CELL NO. 563) 451-2424 (ROSEAN)

Legend

- 0.00' Measured Distance/Bearing
- (0.00') Platted/Deeded Distance/Bearing
- Boundary of the Property Surveyed
- \*-\* Existing Fence Line
- 5/8" x 36" Iron Rod Set
- Iron Rod/Pipe Found
- RR Spike
- △ PK Nail

DATE: NOVEMBER 16, 2015  
SHEET 1 OF 2

**Paul C. Brashaw**

4413 W. Stagecoach Tr. Galena Illinois 61036  
Telephone (815) 777-1172

TOWNSHIP 28 NORTH

WEST 1/4 CORNER  
OF SECTION 13

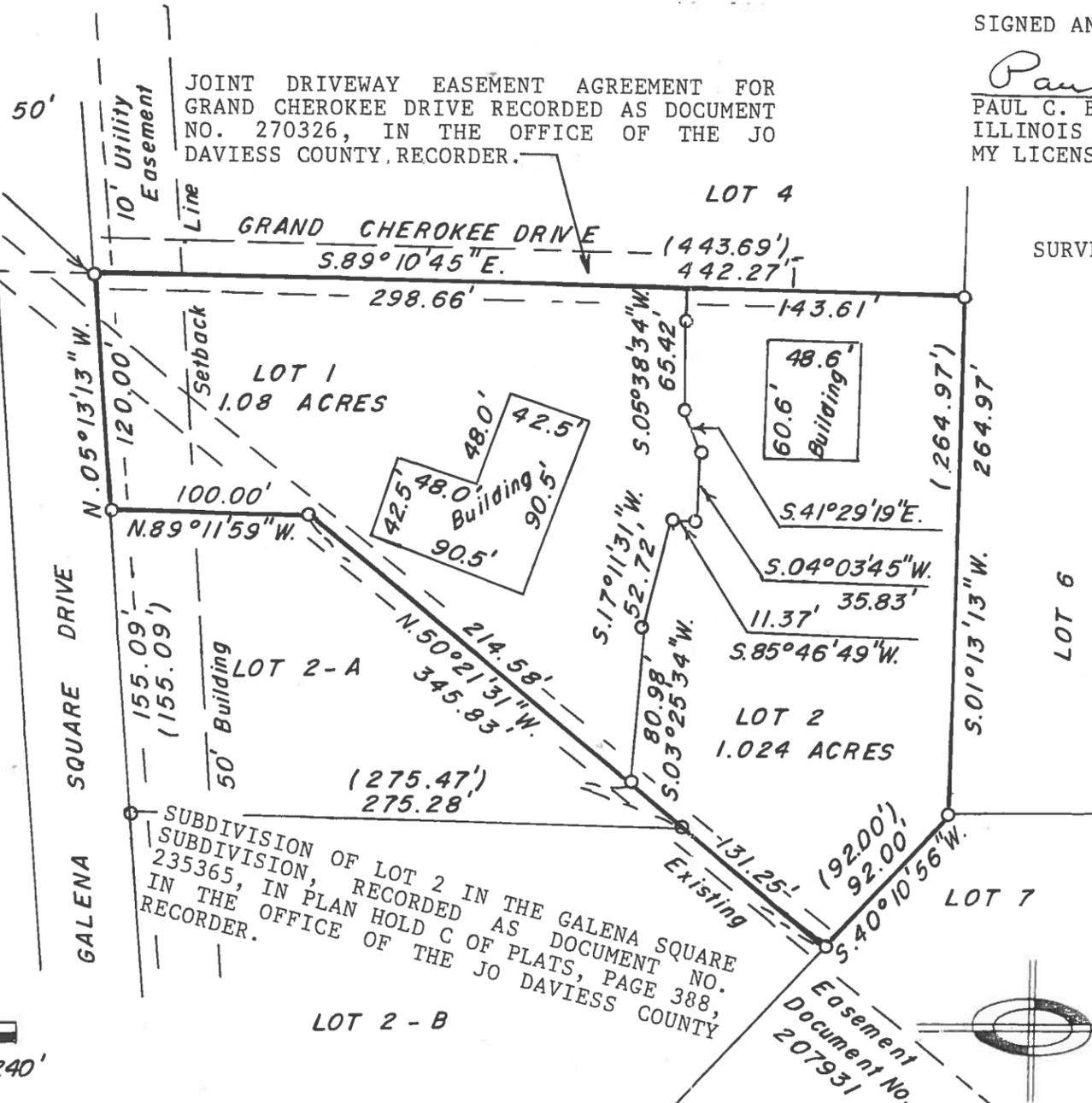
2660.10'  
681.36'  
S.01°27'54"W.

POINT OF BEGINNING  
NW CORNER OF LOT 3  
OF GALENA SQUARE  
SUBDIVISION

S.89°10'45"E.  
1365.58'

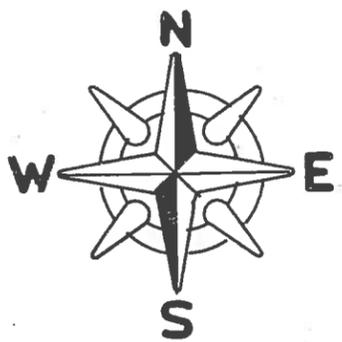
TOTAL AREA OF  
SUBDIVISION - 2.104 ACRES

LOT 1



SUBDIVISION OF LOT 2 IN THE GALENA SQUARE  
SUBDIVISION, RECORDED AS DOCUMENT NO.  
235365, IN PLAN HOLD C OF PLATS, PAGE 388,  
IN THE OFFICE OF THE JO DAVIESS COUNTY  
RECORDER.

Easement  
Document No.  
207931



Scale: 1" = 80'



**MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 14 DECEMBER 2015**

**15C-0459 – 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 14 December 2015.

**15C-0460– ROLL CALL**

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

Absent: Hahn

**15C-0461– ESTABLISHMENT OF QUORUM**

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

**15C-04462– PLEDGE OF ALLEGIANCE**

The Pledge was recited.

**15C-0463 - REPORTS OF STANDING COMMITTEE**

**Turner Hall Committee** – The Committee met on December 3<sup>rd</sup>. A copy of the minutes was presented to the Council. Fach reported bookings are up and things are looking good. They are working on getting social networking up and running which should help with sales and marketing what we have to offer. A check in the amount of \$34,368 was received from the Joe Miller Trust Fund. Of that amount \$29,257 was for sponsorship of the window and fire escape projects. The remaining \$5,111 is a first installment on the 4-5 year payback program for the \$180,000 of work as defined in the memo of understanding. Those projects are well underway.

**15C-0464 – PUBLIC COMMENTS**

**Dave Jansen, 118 Countryview Court** – Jensen was present on behalf of the Cobblestone Crossing Homeowners Association. It is the recommendation of the association for council to accept the infrastructure. They have been struggling for close to 10 years thru bankruptcy and foreclosures. The owners have made financial contributions for finishing of the streets, lights and sidewalks. Jansen urged the council to vote yes and thanked staff for their help.

**Don Gereau, 219 S. Highway** – Gereau urged the Council to embrace the intent of the street performers ordinance and encourage the tarot ladies to continue to provide entertainment consistent with the overall public interest and not support changes that are harmful to long term street performers like the two tarot ladies.

**Wendy Bade, Galena Area Chamber of Commerce** – Bade urged the Council to support the Chamber's request to hold the Halloween Parade on October 29, 2016

**CONSENT AGENDA CA15-22**

**15C-0465 – APPROVAL OF MINUTES OF REGULAR CITY COUNCIL MEETING OF NOVEMBER 23, 2015**

**15C-0466 – APPROVAL OF EMERGENCY SNOW REMOVAL CONTRACT WITH LOUIE'S TRENCHING SERVICE**

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

The motion carried.

**15C-0467 – APPROVAL OF A REQUEST BY THE GALENA LION’S CLUB TO CONDUCT OKTOBERFEST IN DEPOT PARK ON SATURDAY, OCTOBER 1, 2016**

**15C-0468 – APPROVAL OF REQUEST BY THE GALENA AREA CHAMBER OF COMMERCE TO CONDUCT THE HALLOWEEN PARADE IN DOWNTOWN GALENA ON SATURDAY, OCTOBER 29, 2016**

**15C-0469 – ACCEPTNCE OF OCTOBER 2015 FINANCIAL REPORT**

**15C-0470 – APPROVAL OF DONATION FROM TOP NOTCH PLUMBING, HEATING AND ELECTRICAL OF A HEATING SYSTEM FOR THE FIRE TRAINING STORAGE BUILDING**

**15C-0471 – APPROVAL OF BRIDGE INSPECTION CONTRACT WITH IIW ENGINEERS AND SURVEYEORS**

**15C-0472 – APPROVAL OF CONTROLLED BURN AT GATEWAY PARK FOR FOREST RESTORATION PROJECT**

**Motion:** Fach moved, seconded by Lincoln, to approve Consent Agenda CA15-22 as presented.

**Discussion:** Andy Lewis, City Engineer, advised the majority of the cost of the bridge inspection was for the pier and the abutments. We will look at options whether to replace with reinforced concrete or to consider metal section.

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

The motion carried.

**OLD BUSINESS**

**15C-0449 – SECOND READING AND POSSIBLE APPROVAL OF AN ORDINANCE AMENDING CHAPTER 110.39 “STREET PERFORMERS” OF THE GALENA CODE OF ORDINANCES**

A motion to approve was made and later rescinded.

**Discussion:** Council discussed signage, tables, distance between performers, the four hour time limit and donations. They were in agreement that size regulations should be included for signage and the size of tables. Some council members were in favor of removing the four hour time limit and reducing the distance between performers. Council also stated performances can be done for donations only. Performers cannot have set fees. Council agreed to table this item to the next meeting to allow further review.

**Motion:** Westemeier moved, seconded by Kieffer to table item 15C-0449 to the January 11, 2016 meeting.

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

The motion carried.

**15C-0450 – SECOND READING AND POSSIBLE APPROVAL OF AN ORDINANCE ESTABLISHING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED IN 2015 AND COLLECTED IN 2016**

**Motion:** Kieffer moved, seconded by Bernstein, to approve the second reading of an ordinance establishing the amount of property taxes to be levied in 2015 and collected in 2016 in the amount of \$1,357,868.

**Discussion:** Fach noted nationwide there is 7.5 percent less income for the average wage earner in America last year and zero increase on Social Security. We are also looking at a school tax increase. He advised he would vote no.

Kieffer felt just increasing it the minimum, which amounts to \$16,000, could help fix a street.

Bernstein stated she doesn't like to see taxes raised either; however, this is such a small amount. She voiced concern with the state not willing to help us out. She advised she would support the small increase that will help us to continue to provide service.

Westemeier was opposed to messing with the taxes this year.

Bernstein reminded council we wouldn't only be losing it this year but in the future as well. If we don't take it we lose it forever. She reminded Council Ptell was voted in by the residents many years ago.

Moran advised the increase would be less than \$8.00 per \$100,000 of assessed value. A \$100,000 home would increase by \$8.00. He also reminded the Council of the compounding effects of not approving the increase.

Moran recommended reducing the Police Protection line down by \$16,000 if the increase is not approved.

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

The motion was denied.

**Motion:** Lincoln moved, seconded by Fach, to approve the second reading of an ordinance establishing the amount of property taxes to be levied in 2015 and collected in 2016 in the amount of \$1,341,412, the same as last year.

**Discussion:** Lincoln stated he understands the needs and the facts and figures. He is concerned for the ones that can't come up with the extra money. While it may seem like a few dollars to some it is a lot more to other people. Lincoln was in favor of holding the line and showing good faith that we are thinking about the residents.

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

The motion carried.

**NEW BUSINESS**

**15C-473 – DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE VOTERS OF THE CITY OF GALENA AN ADVISORY QUESTION REGARDING DEER POPULATION MANAGEMENT IN THE CITY OF GALENA**

**Motion:** Bernstein moved, seconded by Fach, approve a resolution providing for the submission to the voters of the City of Galena an advisory question regarding Deer Population Management in the City of Galena using the words provided by City Staff.

**Discussion:** Kieffer stated he was in favor of using the original question presented by the Deer Committee.

Bernstein feels the wording by city staff covers the two most important points. It states we are paying for this with public money and if we move forward with it it will be done by lethal methods. At this point we have no way of indicating what the cost will be. Fach agreed with Bernstein. He feels it is good that the voters know the intent.

Westemeier doesn't want to scare the public by saying it is going to cost \$15,000-\$20,000. We aren't talking about killing 100 deer. He feels the Committee needs to come up with other ways to do it that might not cost the city anything. Bernstein noted the referendum does not give any dollar amounts.

Bernstein feels the referendum needs to be done in March before the committee completes their work.

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

The motion carried.

**15C-0474 – FIRST READING OF AN ORDINANCE TO ACCEPT OWNERSHIP BY DEDICATION OF THE PUBLIC STREETS, SANITARY SEWER SYSTEM, WATER DISTRIBUTION SYSTEM, AND STORM WATER SYSTEM IN THE COBBLESTONE CROSSING SUBDIVISION IN THE CITY OF GALENA**

**Motion:** Lincoln moved, seconded by Kieffer, to approve the first reading and waive the second reading of an ordinance to accept the ownership by dedication of the public streets, sanitary sewer system, water distribution system and storm water system in the Cobblestone Crossing Subdivision in the City of Galena.

**Discussion:** Lincoln stated this has been a long time in coming. The improvements are looking good and he is happy with the outcome.

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

The motion carried.

**15C-0475 – DISCUSSION AND POSSIBLE ACTION ON REVISIONS TO THE HISTORIC PRESERVATION ORDINANCE**

**Motion:** Fach moved, seconded by Kieffer to postpone item 15C-0475 to the meeting of January 25, 2016.

**15C-0476 – DISCUSSION AND POSSIBLE ACTION ON DONOR FUNDED PARK IDENTIFICATION SIGN IN CEMETARY PARK**

**Motion:** Kieffer moved, seconded by Westemeier, to approve the donor funded park identification sign in Cemetery Park.

**Discussion:** None.

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

The motion carried.

**15C-0477 – WARRANTS**

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

**Discussion:** None.

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

The motion carried.

**15C-0478 – ALDERPERSONS' COMMENTS**

**Speeding on Gear Street** – Bernstein advised a resident on Gear Street is concerned with speeding. It is especially bad in the mornings when the kids are out waiting for the bus. She feels there needs to be some enforcement of the speed in the mornings and early evenings when people are coming home from work.

**Thank you** – Bernstein thanked Janelle Keeffer for her help with information on the burning of the brush piles. She immediately responded and got in touch with the Jo Daviess Conservation Foundation, asked questions and provided the information. Bernstein appreciates that kind of response on the part of staff.

**Unified Destination Marketing Committee** – Bernstein feels the singular voice committee is doing a good job and are moving forward.

**Luminaria Weekend** – Westemeier commended Chris Hamilton and staff for a very nice weekend. The luminaria and the wedding in the window were a very good promotional thing for the town. Lincoln agreed stating it was a great night to be downtown. Kieffer and Fach agreed.

**Exercise Equipment** – Fach questioned if the exercise equipment has been installed yet. He was advised one piece was done and the other two were installed today.

**Main Street Lighting** – Lincoln advised he has had people questioning the lighting downtown. It isn't as bright. He questioned if there was any way to make them a little brighter.

**15C-0479 – CITY ADMINISTRATOR'S REPORT**

**Main Street Lighting** – Moran advised they have done tests. The lights are actually brighter now. He will look into it and will report at a later date.

**State Funds** – Moran advised the Governor and Legislature have come to a little bit of an agreement with releasing MFT and Video Gaming monies. A check was released for today for the last 3 months of Video Gaming revenues.

**Loan Payments** – Moran advised we made final payments the Winery Lot loan and the Phase 7 loans. Those loans were \$670,000 principal and \$56,000 of interest each year.

**Capital Improvement Plan** – Staff has begun working on the Capital Improvement Plan for next year as well as the next four years.

**Casey's** – Moran advised the Casey's annexation, rezoning and liquor license will be on the next agenda.

**15C-0480 – MAYOR'S REPORT**

Mayor Renner thanked the Downtown Business Association and all who helped with the Luminaria and wished all a Merry Christmas.

**15C-0481– MOTION FOR EXECUTIVE SESSION**

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

- Sale or lease of public property, Section 2 (c) (6)
- Pending, probable or imminent litigation, Section 2 (c) (11)
- Review of Executive Session Minutes, Section 2 (c) (21)

**Discussion:** None.

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

The motion carried.

The meeting recessed at 7:30 p.m.

The meeting reconvened at 7:42 p.m.

**15C-0482 - ADJOURNMENT**

**Motion:** Kieffer moved, seconded by Bernstein, to adjourn.

**Discussion:** None.

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

The motion carried.

The meeting adjourned at 7:42 p.m.

Respectfully submitted,



Mary Beth Hyde  
City Clerk

**CHANGE ORDER**

Number: #1

Date of Issuance: **21 December 2015**

Project: **Turner Hall Drainage Improvements**

OWNER: **City of Galena**

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

CONTRACTOR: **Earl Thompson Masonry, 704 Park Avenue, Galena IL 61036**

ENGINEER/ARCHITECT: **Adam Johnson Architects**

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

DESCRIPTION OF CHANGE ORDER:

Ref.#	Work Item	Justification	Cost \$
1	Additional tuck-pointing to rear wall as part of drainage improvements. Larger areas of deteriorated tuck-pointing were found during excavation of debris from rear wall.	Necessary to weather-proof the building and reduce ingress of water into rear of stage area. Increased quantity by 343SF @ \$20.40/SF	6,997.00
2	Additional excavation of fill area between rear wall and hillside. Also additional clean stone backfill.	Necessary to create positive sloped drainage way for sub-drain and overlying concrete channel.	3,193.00
3	Delete spray foam coating to lower area of rear wall.	City staff and architect decided to omit spray foam, as it no longer necessary, and use funding towards additional tuck-pointing.	(1,750.00)
4	Additional 1 foot height to stone wall, including backfill	Necessary because of changes to drainage due to extra excavation	779.00
5	Partial excavation at west end of wall with mini excavator and hand work	Necessary to create positive sloped drainage way for sub-drain and overlying concrete channel.	1,355.00
	<b>TOTAL</b>		<b>10,574.00</b>

**NOTE:**

**All above work will be funded by the Galena Foundation**

ATTACHMENTS: Refer to work change directives and contractor's letter

CHANGE IN CONTRACT PRICE:

Original Contract price		\$18,302.50
Net Change previous Change Orders	ADD	\$0.00
Revised Contract price with previous change orders		\$18,302.50
Net Change of this Change Order	ADD	\$10,575.00
Contract price with all approved Change Orders		<b>\$28,877.50</b>

CHANGE IN CONTRACT TIME:

Original Contract Substantial Completion Date	1 <sup>st</sup> April 2016
Contract Completion Date Adjustment previous Change Orders	0 days
Contract Completion Date Adjustment this Change Order	5 days
Adjusted Contract Substantial Completion Date including Change Orders	8 April 2016

Recommended by:

—

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_

\_\_\_\_\_

## MEMORANDUM

DECEMBER 17, 2015

TO: Mayor and City Council  
FROM: 2015 DEER COMMITTEE by John Cox

On DECEMBER 16, the 2015 Deer Committee held its third meeting at City Hall. During the meeting, we had a discussion on the issue of recommending to you consideration of an aerial count by helicopter of deer in Galena.

The Committee considered the information provided by ABC HELICOPTER of Elkader, IA, the firm that does the count of deer at the Galena Territory on an annual basis. I have attached my MEMO to the Committee providing the Committee with a report of a meeting I had with Austin Clark of ABE HELICOPTER. He did provide us with a mock invoice, also attached, for their service, which they believe will take no more than three hours to complete.

The Committee unanimously voted to recommend the count in 2016 to be performed concurrently with the Galena Territory count to minimize the cost to the City to do the count. Both ABC HELICOPTER and the Galena Territory are supportive of this combined effort to control costs. We believe there is no competitive service in our area.

It is the view of the Committee that the count is essential to its work to proceed in our investigation and accumulation of information related to the issue of deer inside the city limits and what the City might do to best deal with the issue.

I am available to talk with you should you have questions concerning this recommendation. We suggest that you vote to approve the count as soon as possible to be able to assure that the combined effort with the Galena Territory can be accomplished in 2016, probably in January.

Thank You.

**CST & Sons LLC**

**QUOTE**

CST & Sons LLC  
 21 Olympic Drive  
 South Barrington, IL 60010  
 Phone 847.710.3560

QUOTE #1500  
 DECEMBER 10, 2015

**TO:**  
 City of Galena

**COMMENTS OR SPECIAL INSTRUCTIONS:**

CUSTOMER ACCT #	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3.0 Hours		\$500	\$1,500.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$1,500.00

Make all checks payable to CST & Sons LLC  
 If you have any questions concerning this invoice, contact Chris Thoman at 847.710.3560

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: December 21, 2015

RE: Casey's Annexation

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

In May of 2015, the City entered into an annexation agreement with Casey's Retail Company for the new Casey's General Store on Highway 20 at Red Gates Road. The agreement stipulated that after 60 days from the date of occupancy, the City would initiate the rezoning and annexation of the property. On the agenda for Monday is the ordinance to annex the property, the ordinance to rezone the property, as well as the application for a Class B liquor license.

Notification of the proposed annexation has been provided to all local taxing districts as required by law. On December 9, the Galena Zoning Board of Appeals unanimously voted to recommend approval of the rezoning from Agricultural to General Commercial. Casey's filed a complete application for the Class B liquor license and paid all fees for the license.

I recommend approval of the ordinance to annex, the ordinance to rezoning and the liquor license. I also recommend waiving the second reading of both ordinances.

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ANNEXING 4.08 ACRES OF TERRITORY**

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**WHEREAS**, an annexation agreement was entered into on May 18, 2015 between the owner of territory hereinafter described, Casey’s Retail Company (“Owner”), and the City of Galena, Illinois (“City”), providing that said territory be annexed to the City of Galena; and

**WHEREAS**, the territory to be annexed is fully described in Exhibit A; and

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

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

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

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

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

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

**SECTION I:** That the territory fully described in Exhibit A, and made a part of this ordinance, is hereby annexed to the City of Galena, Jo Daviess County, Illinois, and that the boundary lines of Galena be and are hereby enlarged and extended to include, within the corporate boundaries thereof, the territory above described.

**SECTION II:** That the City Clerk is hereby directed to record with the Recorder and to file with the County Clerk, a certified copy of this Ordinance, together with an accurate map of the territory annexed, attached hereto and made a part hereof as Exhibit B.

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

**SECTION IV:** Passed and approved this 28th day of December, A.D., 2015.

**AYES:**

**NAYS:**

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**Mayor, Terry Renner**

**ATTEST:**

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**City Clerk, Mary Beth Hyde**

*Prepared by:*

Joe Nack, City Attorney  
101 Green Street  
Galena, IL 61036

*Return to:*

Mark Moran  
City Administrator  
101 Green Street  
Galena, IL 61036

**EXHIBIT A**

**LEGAL DESCRIPTIONS OF PROPERTY TO BE ANNEXED**

**TRACT 1:** Address: Route 20 West, Galena, IL 61036  
Parcel #22-000-067-00

That part of the southwest Quarter of Section 13 and part of the Southeast Quarter of Section 14, all in Township 28 North, Range 1 West of the Fourth Principal Meridian, described as follows: commencing at the west Quarter Corner of Section 13; thence South 01 degree 42 minutes and 28 seconds West on the West line thereof, 33.01 feet to a point for the place of beginning; thence South 87 degrees 14 minutes and 21 seconds East, 374.83 feet; thence South 50 degrees 03 minutes and 36 seconds East, 31.77 feet; thence North 86 degrees 24 minutes and 35 seconds East, 50.19 feet; thence North 53 degrees 22 minutes and 46 seconds East, 21.71 feet; thence South 87 degrees 14 minutes and 21 seconds East, 224.53 feet; thence South 32 degrees 28 minutes and 09 seconds East, 27.61 feet; thence South 21 degrees 54 minutes and 13 seconds West, 70.03 feet; thence South 23 degrees 05 minutes and 27 seconds West, 98.09 feet; thence South 17 degrees 50 minutes and 07 seconds West, 12.15 feet; thence North 87 degrees 38 minutes and 21 seconds West, 722.63 feet; thence North 29 degrees 47 minutes and 32 seconds East, 168.18 feet to a point on the West line of the Southwest Quarter of said Section 13; thence North 01 degree 42 minutes and 28 seconds East, 47.51 feet to the place of beginning in Jo Daviess County, Illinois, and subject to any and all easements of record.

**TRACT 2:** Address: 10850 Route 20 West, Galena, IL 61036  
Parcel #22-000-069-10

That part of the Southwest Quarter of Section 13, Township 28 North, Range 1 West of the Fourth Principal Meridian described as follows: Commencing at the West Quarter Corner of Section 13; thence South 01 degree 42 minutes and 28 seconds West on the West line of said Southwest Quarter 229.80 feet; thence South 87 degrees 38 minutes and 21 seconds East, 392.14 feet to a point for the place of beginning; thence South 12 degrees 58 minutes and 46 seconds West, 151.54 feet; thence South 77 degrees 33 minutes and 14 seconds East 232.32 feet; thence North 09 degrees 25 minutes and 42 seconds East, 25.22 feet; thence North 18 degrees 47 minutes and 42 seconds East, 105.10 feet; thence North 17 degrees 50 minutes and 07 seconds East, 66.19 feet; thence North 87 degrees 38 minutes and 21 seconds West, 251.31 feet to the place of beginning in Jo Daviess County, Illinois and subject to any and all easements of record.



Ordinance #O-15-\_\_\_

**AN ORDINANCE AMENDING  
THE ZONING MAP OF THE CITY OF GALENA**

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

**SECTION I:** The official Zoning Map of the City of Galena shall hereby be amended to change the zoning on approximately 4.08 acres in Parcel: 22-000-067-00, that part of the Southwest Quarter of Section 13 and part of the Southeast Quarter of Section 14 in Township 28 North, Range 1 West of the Fourth Principal Meridian; and Parcel: 22-000-069-10, that part of the Southwest Quarter of Section 13 in Township 28 North, Range 1 West of the Fourth Principal Meridian, both in the City of Galena, West Galena Township, Jo Daviess County, Illinois. Common address 10889 W Red Gates Road, Galena, IL 61036, from the Limited Agriculture District to the General Commercial District.

**SECTION II:** All other provisions of the Zoning Ordinance and the Zoning Map shall remain in full force and effect.

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

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

**SECTION V:** Passed on this \_\_\_<sup>th</sup> day of \_\_\_\_\_, A.D. 20\_\_, in open Council.

**AYES:**

**NAYS:**

**ATTEST:**

\_\_\_\_\_  
**Terry Renner, Mayor**

\_\_\_\_\_  
**Mary Beth Hyde, City Clerk**

**ZONING BOARD OF APPEALS**

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

**REGARDING**

**CALENDAR NUMBER:** Cal. No. 15A-02

**APPLICATION BY:** City of Galena, 101 Green Street, for Owner: Casey's Retail Company, 10889 W Red Gates Road, Galena, IL 61036. Location: Parcel: 22-000-067-00, that part of the Southwest Quarter of Section 13 and part of the Southeast Quarter of Section 14 in Township 28 North, Range 1 West of the Fourth Principal Meridian, City of Galena, West Galena Township, Jo Daviess County, Illinois; and Parcel: 22-000-069-10, that part of the Southwest Quarter of Section 13 in Township 28 North, Range 1 West of the Fourth Principal Meridian, City of Galena, West Galena Township, Jo Daviess County, Illinois. Common address 10889 W Red Gates Road, Galena, IL 61036.

**FOR:** Request for Map Amendment to rezone approximately 4.08 acres from Limited Agriculture to General Commercial upon annexation into the City of Galena.

**FINDINGS OF FACT**

**PROCEDURES**

Pursuant to law, a public hearing was held by the Galena Zoning Board of Appeals regarding this matter on December 9, 2015. The hearing was advertised in an edition of the Galena Gazette that was available to the general public between 15 and 30 days prior to the hearing. Letters were sent out to notify property owners within 250 feet of subject property of the request and public hearing date. They were invited to testify if they so desired. A quorum of the Board was present at the hearing in which the subject application and materials were reviewed and all persons were heard who desired to testify.

**NATURE OF APPLICATION**

The subject property is located at 10889 W Red Gates Road and is pending annexation into the City of Galena. The property consists of approximately 4.08 acres and is adjacent to Red Gates Road and US Route 20 West.

The applicant is requesting rezoning of the property, designated on the attached plat and legal description, from Limited Agriculture to General Commercial upon annexation into the City of Galena. The Owner is requesting property be annexed to the City of Galena, subject to and conditioned upon the property being rezoned to General Commercial.

The property sits within an existing transitional area from commercial land uses to the East in the Galena Square to agricultural and residential uses to the West. Land uses to the North include residential, agricultural and industrial and uses to the South are residential and commercial. The current use is high intensity and is consistent with uses associated in the General Commercial District. The rezoning is compatible with the surrounding area and the existing development works harmoniously with the adjacent commercial properties. There was an initial issue with storm water management, but it was subsequently addressed and appears to be working properly. This property's use meets the goals and objectives listed in the Comprehensive Plan under sections 10.1 & 10.7.

Staff Comments:

Engineering: Any future site development will require review by the City Engineer.

Fire Prevention: Any alterations to the existing structure or site will require review by the Fire Inspector.

Building: Any structural alterations to the existing structure will require additional plans and permit.

Zoning:

1. According to the City's Contiguous Growth Area map, the subject property is located in an identified contiguous growth area.
2. According to the City's Plan Area Proposed Land Use Map, the subject property is located in an area identified as "City Proposed Land Use – Agriculture".
3. According to the City's Zoning Map, the subject property is located within 1200 feet of the center line of Highway 20 and, if annexed in the future, would be included in the Highway 20 Corridor Overlay District.
4. According to the City's Highway 20 Corridor Overlay District Design Manual, Chapter 154 Zoning, Appendix C, the following considerations would apply:
  - a. Siting of Buildings & Parking – Complies with minimum setback requirements. Access to cross street (Red Gates Rd.) is at least 150 feet from intersection with Highway 20.
  - b. Site Signage & Lighting – Monument sign is consistent with architecture of building.
  - c. Landscaping – Consistent with design manual intent.
  - d. Site Features – Consider further screening of roof utility/mechanical equipment with solid back wall rather than handrails. Proposed brick dumpster enclosure meets design standards.
  - e. Storm Water Management Features – concept meets design manual intent, underground storage integrates well with site design elements.
  - f. Hip roof, articulated façade, wall materials, detailing and window/door ratio are consistent with architectural building standards.
5. According to the City's Zoning Ordinance (Chapter 154), the following considerations apply to the subject property when using General Commercial as the underlying district:
  - a. Proposed structure and canopy meet the bulk standards for nonresidential structures. Retaining wall standards indicate 6 ft. height maximum with terraced slopes to have 3 ft. horizontal distance minimum.
  - b. Proposed structure and site meet nonresidential intensity standards.
  - c. Proposed land use is allowed by right in a General Commercial District and meets all detailed land use description regulations for Indoor Sales & Service with an accessory commercial land use as In-Vehicle Sales & Service.
  - d. Natural Resource Protection – Retained as many mature trees as possible.
  - e. Parking regulations require 1 stall per 300 square feet of gross floor area for Indoor Sales & Service.
  - f. Visibility Triangle distance requirements are met at the Highway 20 intersection with the monument sign.
  - g. Landscaping points required: 540, proposed landscaping plan is over 1000 points.
  - h. Monument sign meets sign regulations except for digital gas prices, changeable gas price signs are allowed in analogue format. This will be legally existing nonconforming upon annexation.
  - i. A maximum of two wall signs per automobile service station shall be permitted, placed on separate walls of the building, §154.806 (I)(1). These wall signs will be legally existing nonconforming upon annexation.

- j. Storm Water Management Features – updated concept meets design manual intent, underground storage integrates well with site design elements. Proposed update appears to address concerns of the downstream property protection.

**PUBLIC SUPPORT AND/OR OBJECTIONS**

Matthew Oldenburg, Zoning Administrator, City of Galena, spoke as the applicant for the request. No one otherwise spoke in support of, or objected to, the request.

**DETERMINATION & RECOMMENDATION**

At their December 9, 2015 meeting, the Zoning Board of Appeals held a public hearing on this request. The Zoning Board voted unanimously to recommend to the City Council approval of this request for the map amendment to amend the default zoning of the property at 10889 W Red Gates Road from Limited Agriculture to General Commercial to allow for In-Vehicle Sales and Service land uses at the site for the following reasons:

1. The proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district and is not expected to have adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts. The new zoning is not expected to generate excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
2. The proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of the Zoning Ordinance, and other city regulations and guidelines;
3. Adequate public facilities and services are available for the projected impact of the use of the property under the proposed zone;
4. There is a need in the community for the proposal and benefits will be derived by the community as a result of the proposed rezoning.

**RECOMMENDATION**

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

**PASSED AND APPROVED this 9<sup>th</sup> day of December, A.D. 2015, by the Galena Zoning Board of Appeals by a vote of 7 ayes, 0 nays, 0 absent, 0 abstain, and 0 recused.**

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**John Rosenthal, Chairperson**

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: December 23, 2015

RE: Gateway Addition Conservation Easement

As previously reported, the Jo Daviess Conservation Foundation (JDCF) has successfully obtained two grants that will *fully* fund the acquisition of an 80-acre addition to Gateway Park. Both the 100-acre Gateway Park and the proposed addition are part of the original Richard's Farm. Prior to closing on the property, JDCF seeks approval from the City of a draft conservation easement that formalizes the conservation and protection of the property and the relationship between the City and JDCF for the management of the property.

The addition to Gateway Park would be open to the public, but the allowable uses would be at the discretion of the City. The uses would be limited to passive recreation, such as hiking and outdoor education, as defined by the conservation easement. No permanent improvements are planned.

I am attaching the proposed conservation easement for your review. The easement would be granted from the City to JDCF after the property is conveyed to the City. In 2011, the City and JDCF entered into the same agreement for the 100-acre property. The proposed agreement includes the following minor changes noting the new property, the grant funders, and conditions of the grant funds.

1. References to the property (the 80-acre parcel)
2. Contact information for the City of Galena (updated to include the City's new address)
3. Recital C and Recital D
4. Section 3(l) – Inserted a paragraph that prohibits dog parks and disc golf courses, as requested by the Grand Victoria Foundation and the Illinois Clean Energy Community Foundation.
5. Section 4(a) – At the request of the Illinois Clean Energy Community Foundation, deleted the original language and inserted language by which the City is covenanting to permit the public to access the property.

6. Section 4(f) – At the request of the Land Trust Alliance, JDCF is no longer allowed to have arbitrary or undefined building envelope boundaries at the time of the easement’s execution. At a later date (prior to the signing), JDCF will have the boundaries of this building envelope surveyed at JDCF’s expense. The location and size of the envelope will be a mutual decision between the two parties.
7. Section 4(i) – At the request of the Land Trust Alliance, JDCF must give prior approval to any new roads that will be built on the property.

City Attorney, Joe Nack, and the JDCF attorney are also reviewing the agreement language regarding the insurance required from each party. The current agreement requires proof of liability insurance by JDCF to cover any persons entering the property on behalf of JDCF. To insure both parties are protected, JDCF is requesting additional language to require that each party name the other as an additionally insured.

I would suggest that you approve the draft conservation easement with insurance language that is satisfactory to the City Attorney and the City’s insurer. When the property sale is completed and JDCF is ready to convey the property to the City, the final conservation easement would be brought to the council for approval. Following approval of the conversation easement, the City and JDCF would enter into a Land Stewardship Agreement that would identify each party’s responsibility toward the maintenance and conservation of the property. The Land Stewardship Agreement for the 100-acre Gateway Park would be the model for the new agreement.

This instrument prepared by  
(and after recording return to):

~~Mike Wiedel~~

Jo Daviess Conservation Foundation  
126 N. Main St. P.O. 216  
Elizabeth, IL 61036

**GRANT OF CONSERVATION RIGHT AND EASEMENT**

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by CITY OF GALENA, whose address is ~~312 1/2 N. Main, Galena, IL 61036~~ 101 Green Street, Galena, Illinois 61036 ("Grantor"), in favor of JO DAVIESS CONSERVATION FOUNDATION, an Illinois not-for-profit corporation, whose address is 126 N. Main St. P.O. 216, Elizabeth, IL 61028 ("Grantee").

**RECITALS:**

A. Grantor is the sole owner in fee simple of certain real property in East Galena Township, Jo Daviess County, Illinois, more particularly described in Exhibit A attached hereto and incorporated by this reference ("~~Galena the Addition to~~ Gateway Park").

B. ~~Galena The Addition to~~ Gateway Park possesses public, scenic, natural, and open space values (collectively "Conservation Values") of great importance to Grantor, the people of Jo Daviess County and the people of the State of Illinois.

C. In particular ~~Galena the Addition to~~ Gateway Park is ~~400~~ 80.07 acres and consists of:

(a) Significant scenic resources, including being ~~located along visible from~~ U.S. Route 20 ~~for 0.21 miles~~. The route is also designated as a State and National Scenic Byway, including the Great Mississippi River Road and the Illinois Grant Memorial Highway. ~~Galena The Addition to~~ Gateway Park also offers significant views of the City of Galena, its National Registry of Historic Places Historic District for the City, and views of the State of Wisconsin and the State of Iowa.

(b) Significant undeveloped open space that will be made publically accessible for low impact outdoor recreation, education, and interpretation of which the uses will be consistent with preserving the scenic and wildlife habitat resources of ~~Galena the~~ Addition to Gateway Park.

(c) Significant wildlife habitat which this Easement will protect and sustain in perpetuity. ~~of which;~~ The Addition to Gateway Park's habitats consist of:

- ~~-34 acres currently in agricultural row crop production, which will be restored to highly diverse native prairie,~~
- ~~-50 acres of remnant savanna, woodland, and forest habitats,~~
- ~~-16 acres of native remnant prairie and cool season grassland.~~
  - 27.8 acres of forest.
  - 20.9 acres of mixed grassland.
  - 19.1 acres of tillable agricultural land, which Grantor and Grantee intend to restore to native prairie habitat in the coming years.
  - 7.6 acres of floodplain cool-season grassland, which Grantor and Grantee intend to restore to bottomland floodplain forest in the coming years.
  - 5.5 acres of open woodland.

D. Much of Jo Daviess County (including ~~Galena~~ the Addition to Gateway Park) is located in that area known as the Driftless Area which has been designated as a "Resource Rich Area" under the Illinois department of Natural Resources Critical Trends Assessment Program, and the State, Federal, and local governments as well as several non-profit organizations have acquired land in Jo Daviess County for conservation purposes. In particular, Galena the Addition to Gateway Park is contiguous to other protected properties and is part of a large complex of protected properties that include:

- The 100 acre original Gateway Park owned by the City of Galena, for which the Jo Daviess Conservation Foundation holds a conservation easement, which was recorded on June 1, 2011 as record number 363054 at the Jo Daviess County Recorder's Office.
- The 28 acre Richardson conservation easement held by the Natural Land Institute Jo Daviess Conservation Foundation that includes the north half of Horseshoe Mound and is adjacent to the original Gateway Park. The Richardson conservation easement is also an Illinois Natural Area Inventory Site (INAI# 0608) for the geological formation of Horseshoe Mound.
- The 40 acre Horseshoe Mound property owned by the Jo Daviess Conservation Foundation, which includes the south half of Horseshoe Mound and is contiguous to the Richardson conservation easement.
- The 120 acres of parkland owned and managed by the City of Galena, which includes the Galena River, Recreation Park, and the Galena River Trail.
- The 25 acre Buehler Preserve owned by the Jo Daviess Conservation Foundation which is adjacent to the City of Galena parkland;

E. The City of Galena adopted a Comprehensive Plan on April 29, 2003 (the "City Comprehensive Plan") which states that "the City's long term goals should remain the same. They include diversifying the economy, preserving the region's natural resource base, protecting and maintaining the historical structures and character within the community, and improving access and transportation in and around the City. The citizens also want to expand recreational opportunities in the City, and in surrounding areas."

F. The City Comprehensive Plan has a section on Natural Resources, which states, “Natural resources, including soils, topography, surface water resources, and other natural features, have a profound effect on a community’s development. These physical features directly or indirectly constrain or encourage growth.” [Galena-The Addition to Gateway Park](#) is located at the eastern edge of the City of Galena, and the permanent protection of [Galena-the Addition to Gateway Park](#) implements specific portions of the City Comprehensive Plan. In the Natural Resource section titled “Issues, Opportunities, and Strengths” it states:

- The eastern entrance into the City along Highway 20 has some conservation easements.
- The far eastern extent of the current Highway 20 is not within City limits, but is within its extra territorial area.
- The City and County should coordinate efforts to preserve the eastern entrance into the City of Galena.
- The eastern entrance to the City of Galena is experiencing pressure from landowners who wish to sell their land for development
- The City of Galena wishes to preserve the eastern entrance into the community as a natural view shed, agricultural area, and wilderness.

G. The City Comprehensive Plan has a section on Land Use, which describes “Vacant/Open Space” as, “The City of Galena is surrounded by large tracts of wooded lands and open space. The wooded areas surrounding the City frequently contain the deep gullies and ravines that mark the Galena region. These gullies and ravines are characteristic of the Driftless region of the country. Because of the steep slopes, woodlands are often the only type of use capable of occupying this space, as it is inadequate for homes, agriculture, or other types of uses.” [Galena-The Addition to Gateway Park](#) is located at the eastern edge of the City of Galena, and the permanent protection of [Galena-the Addition to Gateway Park](#) implements specific portions of the City Comprehensive Plan. In the Land Use section titled “Issues, Opportunities, and Strengths” it states:

- The easterly Highway 20 entrance into the City of Galena is surrounded by land that has some conservation easements in place. These easements should be encouraged and expanded to protect that entryway into the City. This will become more crucial as the Highway 20 bypass proceeds.

H. The City Comprehensive Plan has a section on Goals, Objectives, and Action Items. Under the subsection of Natural Resources, Preservation it specifies: “Goal: Preservation of the natural beauty and view sheds along the eastern entrance into the community.”

Objectives and Actions:

- Work with the County and Townships to identify specific parcels that should be preserved along this entry way into the community;
- Identify local preservation groups that are working to preserve the landscape, such as the Jo Daviess County Natural Area Guardians and the Jo Daviess County Conservation Foundation, and combine resources to preserve the most vital areas;

The permanent protection of [Galena-the Addition to Gateway Park](#) specifically implements this goal, objective and action item.

I. Jo Daviess County adopted a Comprehensive Plan on September 14, 1999 (revised November 14, 2006) (the “County Comprehensive Plan”) which was intended to protect its agricultural, natural, and scenic resources and “to direct residential, commercial and industrial development to communities and the areas immediately surrounding them (contiguous growth areas)” for the purpose of supporting “the vitality of communities, while preserving productive farmland and the rural character of the County.”

In the County Comprehensive plan, the “Jo Daviess 2020 vision statement adopted by the Jo Daviess County Board on August 12, 1997” states, “Jo Daviess County is a uniquely beautiful place. We the residents of Jo Daviess County proudly affirm a balanced respect for the past with a spirited determination for our future. As stewards, we value the land and our strong agricultural heritage. Our careful use and protection of natural and historic resources assure their preservation for future generations.”

J. The permanent protection of [Galena-the Addition to Gateway Park](#) will address and implement the goal to preserve the scenic resources of the County and make [Galena-the Addition to Gateway Park](#) available for appropriate public use. A goal of the County Comprehensive Plan is that “Scenic vistas and scenic assets shall be protected and preserved. All development decisions should be made to protect and encourage the following: Scenic vistas from highways and roads, the pastoral/agricultural look of the County, undeveloped ridgetops, knobs, and mounds, the prohibition of commercial development along highways and at rural interchanges, natural areas and features, river vistas and blufflands, and non-proliferation of billboards”. The priority objectives include:

- Develop a plan for conserving scenic area through zoning, easements, acquisition, or purchase of development rights
- Identify areas appropriate for public use (e.g. scenic overlooks, parks, and develop accordingly).

K. The permanent protection of [Galena-the Addition to Gateway Park](#) will address and implement the goal to preserve the natural and historic resources of the County. A goal of the County Comprehensive Plan is that “The rare natural and historic resources of the County distinguish the area from other parts of the state and the county, contribute to the character and value of the county, contribute to the economy, and will therefore be protected. Development proposals should be examined with the intent to protect and encourage the following: groundwater purity, soil, water, woodlands, and air resources, wildlife habitat, rivers and bluffs, outdoor recreation amenities, historic and archaeological sites, environmentally sensitive areas and resource, and parks and public lands areas”. The priority objectives include:

- Identify and generally map significant natural resource in the county (water resources, intact ecosystems, rare habitats, geological formations, mineral resources) using the state’s Critical Trends Assessment Program.
- Identify and generally map significant historic sites, structures of significance in the county (archaeological sites, mills, mining operations, barns, homes, bridges)
- Develop a plan and mechanism (such as a Conservation District) for preserving significant natural resources
- Maintain and improve the quality of the wildlife habitat

L. The permanent protection of [Galena-the Addition to](#) Gateway Park addresses and implements certain portions of the Jo Daviess County Greenways and Trails Plan adopted on March 10, 2009 (the “Greenway Plan”) The Greenway Plan identifies certain areas as “Quality Habitat Areas.” [Galena-The Addition to](#) Gateway Park is within the identified Quality Habitat Areas and supports the following recommendations of the Greenway Plan:

Quality Habitat Areas:

- Develop ways to educate public and private landowner about the value and management of habitat areas (forests, savannas, prairies, wetlands, etc.) and promote the restoration and management of those habitats.
- Encourage sound management practices to promote healthy habitats (forests, savannas, prairies, wetlands, etc.) through landowner education/assistance, prescribed burning, timber stand improvements, and exotics control (mechanical, chemical, or fire).
- When development occurs, encourage the use of greenways as a tool to buffer distinctly different land uses.
- Promote the coordination of maintenance efforts for public lands to establish a sufficient and sustainable program.

The Greenway plan also makes land use recommendations for “Public Access Areas”, which ~~the~~ [Galena-the Addition to](#) Gateway Park will provide that include:

- Promote awareness and use of public access areas as county and community assets
  - o Include reference to these areas in county marketing materials
  - o Support the “Rivers to Ridges” marketing effort.
- Promote the coordination of maintenance efforts for public lands to establish a sufficient and sustainable program.
- Identify and evaluate potential ongoing funding mechanisms to support development and maintenance of public greenways and trails program.

M. Preserving [Galena-the Addition to](#) Gateway Park implements the Illinois State Wildlife Action Plan adopted by the Department of Natural Resources of the State of Illinois (IDNR 2005). It addresses and implements action items of the Forest Campaign, Farmland & Prairie Campaign, Land & Water Campaign, and Green Cities Campaign. Preserving [Galena-the Addition to](#) Gateway Park addresses and implements the management guidelines of the Wisconsin Driftless Natural Division & the Upper Mississippi River Natural Division. [Galena The Addition to](#) Gateway Park is also located within the Upper Mississippi River Conservation Opportunity Area and implements the conservation philosophy, “Restoration of the continuum of riverine, prairie, and upland forest as an ecosystem landscape.”

N. Jo Daviess County is one of the most scenic counties in the state of Illinois, with a pattern of land use practices that preserves the scenic, open space, wildlife habitat, and agricultural values of this area.

O. Jo Daviess County is approximately 150 miles west of the Chicago metropolitan area, with a current population of approximately nine million persons, and Jo Daviess County is experiencing substantial development pressures from the Chicago metropolitan area.

P. The specific characteristics of [Galena-the Addition to](#) Gateway Park that merit protection are described herein and are further documented in an inventory of relevant features of [Galena-the Addition to](#) Gateway Park, dated \_\_\_\_\_, 20\_\_\_\_ and initialed on behalf of Grantor and Grantee, on file at the offices of the Grantee and incorporated by this reference (“Baseline Documentation”), and are also included in Exhibit B and incorporated by this reference, which consists of reports, maps, photographs, and other documentation that the parties agree to provide, collectively, an accurate representation of [Galena-the Addition to](#) Gateway Park at the time of this grant and which are intended to serve as an objective information baseline for annual monitoring compliance with the terms of this grant.

Q. Grantor intends that the Conservation Values be preserved and maintained by the continuation of land use patterns that do not significantly impair or interfere with those Conservation Values.

R. A portion of [Galena-the Addition to](#) Gateway Park, approximately 5 acres in size and denoted on the attached Exhibit B (“Building Envelope”), is designated as an area in which Grantor may wish to maintain such buildings for recreational, interpretive, informational, and educational purposes. The locations and sizes of which have been determined not to impair the Conservation Values intended to be protected by this Conservation Easement.

S. Grantor further intends, as owner of [Galena-the Addition to](#) Gateway Park, to convey to Grantee the right to preserve and protect the conservation values of [Galena-the Addition to](#) Gateway Park in perpetuity.

T. Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the “Code”) whose primary purpose is to protect the natural heritage, spectacular scenery, and agricultural character of Jo Daviess County and the surrounding area.

U. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to endeavor to preserve and protect in perpetuity the Conservation Values of [Galena-the Addition to](#) Gateway Park for the benefit of this generation and future generations.

V. The protection and preservation of [Galena-the Addition to](#) Gateway Park will be an excellent example of a publically accessible natural area that preserves the scenic vistas typical of Jo Daviess County for the area and will support compatible public recreation and conservation practices that are consistent with and promote the fulfillment of the Goals and Objectives of the City Comprehensive Plan, County Comprehensive Plan, Jo Daviess Greenways and Trails Plan, and the Illinois Wildlife Action Plan.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Illinois and in particular 765 ILCS 120/1-120/6 (the "Statute"), Grantor hereby voluntarily grants and conveys to Grantee a conservation right and easement (the "Easement") in perpetuity over [Galena-the Addition to](#)

Gateway Park of the nature and character and to the extent hereinafter set forth, to have and to hold unto Grantee and its successors and assigns forever.

1. **Purpose.** It is the purpose of this Easement to preserve in perpetuity the Conservation Values of [Galena-the Addition to Gateway Park](#) and to prevent in perpetuity any uses of [Galena-the Addition to Gateway Park](#) that significantly impair or interfere with the Conservation Values. This purpose, as further defined by the provisions of this Easement, is generally referred to collectively herein as “the Conservation Purpose of this Easement” or the “Purpose.” Grantor intends that this Easement will confine the use of [Galena-the Addition of Gateway Park](#) to the following, which are consistent with the purpose of this Easement: a) appropriate low impact public recreational uses consistent with the Conservation Purpose and express provisions of this Easement; b) preservation of the scenic and historic resources c) conservation and management of natural resources.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) In order to preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other Conservation Values of [Galena-the Addition to Gateway Park](#), the Grantee is entitled to enter upon the property described in Exhibit “A” at anytime to accomplish said purpose;

(b) To view [Galena-the Addition to Gateway Park](#) in its scenic and open condition at ground level from adjacent publicly-accessible land;

(c) To preserve the scenic and historical Conservation Values of [Galena-the Addition to Gateway Park](#);

(d) To enter upon [Galena-the Addition to Gateway Park](#) at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to Grantor, and Grantee shall not unreasonably enter [Galena-the Addition to Gateway Park](#) or interfere with Grantor' use and quiet enjoyment of [Galena-the Addition to Gateway Park](#) in accordance with the terms of this Easement;

(e) It is understood and agreed between the parties that the Grantee and Grantor will enter into a Land Stewardship Agreement. Said Stewardship Agreement will identify each party's responsibility towards the maintenance and preservation of the conservation Easement. The Stewardship Agreement shall be reduced to writing. It is further understood and agreed that any persons who enter upon [Galena-the Addition to Gateway Park](#) on behalf of the Grantee to perform work pursuant to this Easement shall be covered by the Grantee's liability insurance for any injury they may receive; Grantee shall annually provide proof of liability insurance to the Grantor.

(f) To enforce the terms of this Easement by appropriate legal proceedings against Grantor, parties acting under, through, or with the consent of Grantor, and other third

parties, so as to prevent any activity on or use of [Galena-the Addition to](#) Gateway Park that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of [Galena-the Addition to](#) Gateway Park that may be damaged by any inconsistent activity or use.

3. **Prohibited Uses.** Unless otherwise expressly permitted in Section 4 hereof, any activity on or use of [Galena-the Addition to](#) Gateway Park inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of [Galena-the Addition to](#) Gateway Park are prohibited unless expressly permitted in Section 4:

(a) Any industrial activity or any commercial activity not consistent with the Conservation Purpose of the easement or not expressly allowed in Paragraph 4 hereof;

(b) Other than in the Building Envelope and except as expressly reserved in Paragraph 5 hereof, the placement or construction of any buildings, whatsoever, or other structures or improvements of any kind (including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, antennae, tennis courts, lawns, golf course, golf driving ranges, soccer and other ball fields, flag poles, decks, patios, swimming pools, driveways, playground equipment such as swing sets or jungle gyms, signs, billboards, and parking lots and other man-made or impervious surfaces);

(c) Any alteration of the surface topography and hydrology of the land, and any use or activity that causes or is likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters (including, without limitation, grading or the excavation, removal or moving of soil, sand, gravel, peat, or vegetation, except to remove, repair, or replace drain tiles or as may be necessarily required in the course of any activity expressly permitted hereunder);

(d) The draining, filling, diking, dredging or digging of any wetlands, ponds, water course, floodplains, or other areas located on [Galena-the Addition to](#) Gateway Park, except as may be necessarily required in the course of any activity expressly permitted hereunder;

(e) The legal or *de facto* division, subdivision, or partition of [Galena-the Addition to](#) Gateway Park (except as expressly permitted in Section 4) or the use of [Galena-the Addition to](#) Gateway Park for increasing the density of development of any real estate not covered by this Easement;

(f) The destruction or removal of the native flora located on [Galena-the Addition to](#) Gateway Park, except as permitted in Section 4 hereof;

(g) The dumping, placing or storing waste, trash, discarded equipment, appliances, automobiles or household items, garbage, hazardous or noxious materials, or other waste material that did not originate from [Galena-the Addition to](#) Gateway Park.

(h) The operation or permitting to be operated of motorcycles, all terrain vehicles, or any other type of motorized vehicle, except on existing roadways or future roadways

expressly approved by Grantee and except for vehicles used only in connection with hunting, or maintenance activities permitted hereunder;

(i) The lighting of ~~Galena-the Addition to~~ Gateway Park by means of any lighting fixture located on ~~Galena-the Addition to~~ Gateway Park or by means of any flood or spot light located off ~~Galena-the Addition to~~ Gateway Park but focused on ~~Galena-the Addition to~~ Gateway Park. Within the Building Envelope lighting is permitted for public use and must be directed downward as indirect lighting.

(j) The use of the property for agricultural activities except for those related to land stewardship activities consistent with preparing or managing the natural resource and wildlife habitats of ~~Galena-the Addition to~~ Gateway Park.

(k) Any significant change, disturbance, alteration or impairment of the natural, scenic, and aesthetic features of ~~Galena-the Addition to~~ Gateway Park by the general public from U.S. Route 20, also designated as the Great Mississippi River Road and the Illinois Grant Memorial Highway.

(l) The use of the property for off-leash dog exercise areas (a.k.a., “dog parks”) or disc golf courses, including within the Building Envelope.

Grantor covenants and agrees not to commit any of the above activities or uses of ~~Galena-the Addition to~~ Gateway Park or knowingly permit any of such activities or uses to occur. Grantor agrees to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to ~~Galena-the Addition to~~ Gateway Park that impairs or threatens to impair the Conservation Purpose of this Easement.

4. **Reserved Rights.** Grantor reserves to itself to its grantees, successors, and assigns, all rights accruing from its ownership of ~~Galena-the Addition to~~ Gateway Park that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use ~~Galena-the Addition to~~ Gateway Park for recreational purposes not prohibited under the foregoing provisions and which do not interfere with the preservation of plant and animal communities currently on ~~Galena-the Addition to~~ Gateway Park. Grantor expressly and specifically reserves the following rights:

(a) Public Use and Access. [J1] Grantor reserves the right to allow public access for passive recreational uses of Galena Gateway Park, requiring minimal surface alteration of the land, so long as the related alterations, construction, improvements, maintenance and activities and uses here in, pose no threat to the Conservation Values of Galena Gateway Park. Grantor hereby covenants to permit the general public to access the Addition to Gateway Park at reasonable times for recreational and educational activities, as well as scenic enjoyment, including, without limitation, hiking, walking, biking, photography, nature observation, outdoor education, picnicking, cross-country skiing, and snowshoeing. Grantor reserves the following rights:

1) Grantor reserves the right to permit the public to undertake any recreational activity that is not described in Section 4(a) hereof, provided that such activities permitted by the City do not cause damage the Conservation Values of the Addition to Gateway Park and are otherwise not prohibited by this Easement.

2) Grantor reserves the right to impose reasonable rules and regulations for permitted recreational uses, and to limit or prohibit any of the following: night use, camping, loud activities, open fires, use of motorized recreational vehicles, access by domesticated animals or pets, and any use that may interfere with or be harmful to members of the public, the Conservation Values, or the proper exercise of Grantor's reserved rights. Grantor can temporarily restrict access to portions or all of the Addition to Gateway Park in order to protect fragile areas, to permit maintenance or land management activities, to prevent activities that could be detrimental to the Conservation Values, or to prevent activities that might pose a hazard to the general public.

(b) **Passive Recreational Use.** The uses of ~~Galena~~ the Addition to Gateway Park shall be limited to passive recreational uses defined as dispersed, non-commercial, nonexclusive, and non-motorized public use that have a minimal impact on the natural and scenic resources of ~~Galena~~ the Addition to Gateway Park. Such uses must adhere to all state and local laws and regulations and require minimal surface alteration or other development of the land. The uses include hiking, walking, photography, nature observation, outdoor education, picnicking, cross-country skiing, snowshoeing, bicycling, horseback riding, and primitive camping. Grantor reserves the following additional rights:

1.) Grantor may charge customary reasonable user fees for other use and access to defray the actual cost to Grantor of building and maintaining recreational and public use infrastructure.

2.) Grantor retains the right to make reasonable rule and regulations for permitted recreational uses, and limit or prohibit any of the following: night use, camping, loud activities, open fires, use of motorized recreational vehicles, access by domesticated animals or pets, any use that may interfere with or be harmful to members of the public, the conservation values, or the proper exercise of Grantor's reserve rights. Grantor can temporarily restrict access on limited areas to protect fragile areas, maintenance or land management activities, or other activities that could be detrimental to the conservation values of the property or that might pose a hazard to recreational users.

(c) **Commercial Recreational Use.** The incidental use of ~~Galena~~ the Addition to Gateway Park by the general public supported by paid guides or outfitter shall not be deemed commercial recreation. In no event, however, shall any provision of this Conservation Easement be construed to permit more than a *de minimis* use of ~~Galena~~ the Addition to Gateway Park for a commercial recreational activity within the meaning of Section 2031 of the Code, and any such use is expressly prohibited.

(d) **Trails** To construct, use, maintain, and repair a system of pedestrian and equestrian trails, in such locations that are appropriate and consistent with the purposes of this Easement, provided that the construction and use of such trails shall cause no material damage to natural flora or other significant natural features and further provided that Grantee may require that certain trails be permanently or temporarily closed or relocated if erosion or other injury to natural features occurs.

(e) **Recreational Structures.** Grantor reserves the right to construct, maintain, repair, remodel, replace, and remove public use recreational improvements consistent with the uses identified in sections 4a & 4b. These structures may include bridges, viewing platforms, interpretive and informational signage, scenic overlooks, benches, litter receptacles, primitive camping sites, ~~disc golf course~~, and an orienteering course. None of the features shall significantly impair the scenic resources of the site by impeding the public's view of the property from US Route 20.

(f) **Building Envelope.** There is one Building Envelope on ~~Galena the Addition to~~ Gateway Park. Inside the Building Envelope, Grantor has the right to construct, maintain, repair, remodel, replace, enlarge and remove public use buildings such as interpretive center, office, nature or educational center, or ecotourism, in the Building Envelope to be used solely for the use by the general public or employees engaged on ~~Galena the Addition to~~ Gateway Park for the public uses specified above, subject to applicable law. Such use of ~~Galena the Addition to~~ Gateway Park is subject to the following restrictions:

- 1.) ~~Grantor must survey the Building Envelope, which can be up to 5 acres in size with necessary access and utility improvements. The Building Envelope will be accessed from Powder House Hill Road across the access easement to Galena Gateway Park and be in the vicinity of the building site shown in Exhibit B. Grantor shall submit a survey of the proposed Building Envelope to Grantee and Grantee shall have the right to approve its boundaries subject to Section 6 hereof. Following such approval, the parties shall execute and record an amendment to this Easement containing the legal description of the Building Envelope. Once approved and the amendment recorded, Grantor shall have the reserved rights as specified herein. The boundaries of the Building Envelope are legally described and delineated in Exhibit B attached hereto. [U2]~~
- 2.) Grantor may subdivide ~~Galena the Addition to~~ Gateway Park into not more than two parcels. The boundaries of the subdivision shall be subject to Grantee's approval according to Section 6 hereof.
- 3.) Grantor may change the configuration of the approved subdivision as identified in section 4(f)(2) above. The change of the configuration shall be subject to Grantee's approval according to Section 6 hereof.

(g) **Storage and Disposal.** The storage of maintenance machinery, equipment, and materials, including but not limited to chemicals and fertilizers is reserved only to the Building Envelope described in Exhibit B. The dumping or storage of solids or liquid wastes, including but not limited to trash, rubbish, scrap metal or vehicles, hazardous or noxious materials is prohibited, except as may be reasonably required for the use of ~~Galena the Addition~~

to Gateway Park for land management or maintenance activities permitted hereunder, in accordance with applicable local, state, and federal laws and regulations. In no event shall ~~Galena-the Addition to~~ Gateway Park be used for storage or disposal of such materials that did not originate or were not used on ~~Galena-the Addition to~~ Gateway Park in connection with land management or maintenance activities permitted hereunder.

(h) **Fences.** Existing fences may be repaired, replaced, and removed, and new fences may be built anywhere on ~~Galena-the Addition to~~ Gateway Park for purposes of reasonable and customary management activities provided that fences may not obscure or prevent the visibility of ~~Galena-the Addition to~~ Gateway Park from any public roadway.

(i) **Paving and Road Construction.** [J3] Grantor reserves the right to construct and maintain paved and unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on ~~Galena-the Addition to~~ Gateway Park by this Easement, subject to Grantee's prior review and approval in accordance with Section 6 hereof. ~~Grantor also reserves the right to improve and expand the access easement granted across the property if there is a clear public need for expanding the easement to a public road. The expansion or improvement of the access easement to a public road way is subject to approval from both Grantor and Grantee.~~ [J4]

(j) **Vegetation & Timber.** Grantor retains the right to maintain existing savannas, woodlands, trees, forests, prairies, and grasslands and to allow for other uses permitted herein by mowing, controlled burns, limited grazing, selective use of herbicides (in accordance with applicable law), and other accepted conservation practices. Without limiting the generality of the foregoing, the following specific activities are permitted:

- (1) Removal of vegetation which threaten human health or safety.
- (2) Removal of vegetation infested with insects or disease which therefore poses a threat to the health of the ecosystem.
- (3) Removal of non-native or native invasive vegetation.
- (4) Vegetation may be burned, mowed, or otherwise removed to maintain the open land character as identified in the Baseline Documentation Report.
- (5) Grantor retains the right to manage timber to reduce crowding or remove weak trees. The Grantor may also sell harvested timber provided any such harvest is done to sustain the residual stand to mature and high quality climax stand of native tree species after harvesting. Prior to harvesting any timber for sale, there must be a written management plan meeting these criteria prepared by a certified forester and approved by Grantee pursuant to Section 6 hereof.

(k) **Conservation Use & Soil Degradation.** Grantor reserves the right to conduct land management and maintenance activities that do not cause or are not likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters. Grantor reserves the right to employ proper conservation practices to reduce or eliminate soil loss or erosion, to enroll ~~Galena-the Addition to~~ Gateway Park in one or more programs administered by the United States Department of Agriculture, such as the Conservation Reserve Program or the Conservation Reserve Enhancement Program, provided that acts taken or committed to be taken under such programs do not jeopardize the Conservation Purposes of

this Easement. Grantor also reserves the right to conduct any agricultural and nonagricultural practices that conserve natural, scenic, or open space resources such as grassland, prairie, riparian, or forestry management; wetland restoration, soil conservation practices, and structures such as terrace systems, filter strips, contour cropping, no till cropping, and wind brakes.

5. **Unforeseen Future Uses.** It is the intent of this Easement to allow for existing and future uses of [Galena-the Addition to Gateway Park](#), provided that such future uses are consistent with the Purpose and Conservation Values of this Easement. It is also understood that there are future uses of [Galena-the Addition to Gateway Park](#) that support the Purpose of this Easement and may enhance its Conservation Values but may have been prohibited under Section 3 hereof and not expressly reserved under Section 4. In the event that the Grantor desires to conduct a practice that is prohibited under Section 3 and not expressly reserved under Section 4, but supports the Purpose and Conservation Values of the Easement, Grantor may submit a request for Grantee's approval subject to Section 6.

6. **Grantee's Approval.** The purpose of requiring Grantee's approval for certain activities described in Sections 3, 4(f) & 4(j)(5) and 5 is to allow Grantee to ensure that the activities in question are consistent with the Purpose and Conservation Values of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing and shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and Conservation Values of this Easement. Grantee shall respond to such request within sixty (60) days after receipt of Grantor's request. Grantor may only undertake such action if Grantee fails to respond within such 60-day period or if Grantee approves the proposed action. If Grantee approves the request subject to certain modifications, Grantee's approval shall be deemed to be contingent upon such modifications being included in the proposed activities. In the event that the Grantor and the Grantee cannot agree on the scope and type of a particular activity, the parties agree they shall arbitrate the issue and be bound by the arbitrator's decision. If a party cannot agree on an arbitrator, they agree to be bound by the American Arbitration Association Rules and Regulations.

7. **Remedies.** Either the Grantor or the Grantee shall have the following remedies: In the event of a violation or threatened violation of any representation, warranty, covenant or other provision of this Easement, in addition to any remedies now or hereafter provided by law, following reasonable notice to the other party, (i) institute a suit for injunctive relief, specific performance or damages, (ii) enter upon [Galena-the Addition to Gateway Park](#) to correct any such violation, and hold the other party, their successors, heirs and assigns in title responsible for the cost thereof, or (iii) expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale. Either party waives any bond requirement which may be applicable to injunctive relief. In the event either party is adjudicated to have violated any of their obligations herein, the prevailing party shall reimburse the non-prevailing party for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorneys' fees. The remedies hereunder shall be cumulative, and the exercise of one remedy shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time.

8. **Enforcement.** Either party to this agreement shall have the right to enforce the terms of this Easement at their discretion. Any forbearance by either party to exercise their rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement. No delay or omission by either party in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver thereof.

9. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

10. **Acts Beyond Grantor's Control.** Nothing contained in the Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in ~~Galena~~[the Addition to](#) Gateway Park resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to ~~Galena~~[the Addition to](#) Gateway Park resulting from such causes.

11. **Costs and Liabilities.** It is understood and agreed between the parties that the Grantor has no responsibility to provide any labor or financial assistance in the maintenance and preservation of this Conservation Easement. It is understood that the Grantor will turn over to the Grantee any funds received from any farm lease on any property covered by this Conservation Easement to the Grantee for preservation of said Easement. The Grantor agrees to further cooperate with the Grantee should the Grantee decide to apply for any type of federal, state or private grant in order to obtain funds for the preservation of said Easement. It being understood between the parties that prior to any grant application being applied for, the Grantor and Grantee shall agree as to how the proceeds will be spent and on what projects they will be spent. This agreement will be reduced to writing between the two parties. It is further understood that Grantee agrees to pay any real estate taxes that may be incurred as a result of the agricultural leases.

12. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over day-to-day operations of ~~Galena~~[the Addition to](#) Gateway Park, or any of Grantor's activities on ~~Galena~~[the Addition to](#) Gateway Park, or otherwise to become an operator with respect to ~~Galena~~[the Addition to](#) Gateway Park within the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*).

13. **Indemnity.** Each party shall be responsible for their own attorney's fees and costs and hold the other party harmless for any liability, costs, attorneys' fees, judgments or expenses of any officer, director, employee, agent or independent contractor, resulting from actions or claims of any nature by third parties arising from defaults under this Easement, or arising out of the conveyance of, ownership, possession, or exercise of rights under this Easement (including any such costs and expenses incurred in connection with preserving the validity or priority of this Easement), excepting any such matters arising solely from the willful

act or negligence, including without limitation, (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about ~~Galena-the Addition to~~ Gateway Park, regardless of cause; (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law regulation or requirement, including, without limitation, CERCLA and the Illinois Environmental Protection Act, by any person other than the Indemnitees, in any way affecting, involving, or relating to ~~Galena-the Addition to~~ Gateway Park; (iii) the presence or release in, on from or about ~~Galena-the Addition to~~ Gateway Park, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnitees; and (iv) any breach or violation of any of the obligations, covenants, representations, and warranties contained herein.

14. **Mechanics Liens.**

a) Grantor shall keep ~~Galena-the Addition to~~ Gateway Park free from any mechanics liens. If any such liens are placed against ~~Galena-the Addition to~~ Gateway Park, Grantor shall promptly cause them to be released or, in the alternative, shall provide Grantee with title insurance reasonably acceptable to Grantee insuring over said liens. Grantee shall have the right to pay any lien if Grantor fails to provide Grantee with title insurance over the lien. Grantee shall have a lien on ~~Galena-the Addition to~~ Gateway Park in the amount of any funds paid by Grantee to discharge such mechanic's lien until such amount has been repaid by Grantor.

b) Grantee shall keep ~~Galena-the Addition to~~ Gateway Park free from any mechanics liens. If any such liens are placed against ~~Galena-the Addition to~~ Gateway Park, Grantee shall promptly cause them to be released or, in the alternative, shall provide Grantor with title insurance reasonably acceptable to Grantor insuring over said liens. Grantor shall have the right to pay any lien if Grantee fails to provide Grantor with title insurance over the lien. Grantor shall have a lien on ~~Galena-the Addition to~~ Gateway Park in the amount of any funds paid by Grantor to discharge such mechanic's lien until such amount has been repaid by Grantee.

15. **Extinguishment.** This Easement may only be terminated or extinguished if circumstances arise in the future that render the purposes of this Easement impossible or impractical to accomplish, and, under such circumstances, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Upon the extinguishment of said Easement, the Grantor and Grantee agree to divide any net proceeds from the future sale or exchange of the property by the Grantor on a sixty per cent (60%)/forty per cent (40%) basis with sixty per cent (60%) of the net proceeds shall be paid to the Grantor and forty per cent (40%) of the net proceeds shall be paid to the Grantee.

16.1 **Condemnation.** If the Easement, or any portion of the Easement is taken, in whole or in part, by exercise of the power of eminent domain, the Grantor and Grantee agree to split equally the net proceeds of the sale as stated in paragraph 16 above.

16.2 **Easement Validity.** It is understood and agreed between the Grantor and the Grantee that at no time shall the Grantor, their successors and/or assigns, ever challenge the validity of their grant of said conservation Easement, either legal or equitable.

17. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Illinois statute or Section 170(h) of the Code, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Jo Daviess County, Illinois.

18. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation rights under the Statute (or any successor provision then applicable). The transferee shall have the commitment to protect the conservation purposes of this Easement and the resources to enforce the terms hereof. As a condition of such assignment, Grantee shall require the assignee to assume the obligations of Grantee under this Easement and to agree that the conservation purposes that this grant is intended to advance shall continue to be carried out in perpetuity. If Grantee ceases to be a qualified organization under Section 170(h) of the Code, it shall promptly transfer this Easement to such a qualified organization, pursuant to the provisions of this Section. Grantee shall, to the extent practicable, give at least thirty (30) days written notice to Grantor before assigning this Easement. Grantee shall, if practicable, honor Grantor's preferences regarding an assignee, provided that they are made known to Grantee within such thirty-day period, and provided that any assignee suggested by Grantor is willing to accept this Easement and meets all criteria of this Section.

18.1. **Subsequent Transfers.** Grantor agrees to incorporate this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of [Galena-the Addition to Gateway Park](#), including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way or result in any liability on the part of the Grantor. By the acceptance of a deed or other instrument of conveyance, any party accepting a conveyance of [Galena-the Addition to Gateway Park](#) or otherwise acquiring any interest therein acknowledges that it is familiar with the terms of this Easement and agrees to be bound thereby.

19. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement.

20. **Notices.** Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: City of Galena  
~~312 1/2 N. Main St.~~ 101 Green Street  
Galena, IL 61036

To Grantee: Jo Daviess Conservation Foundation  
126 N. Main St. P.O. 216  
Elizabeth, IL 61028  
Attention: Executive Director

or such other address as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

21. **Recordation.** Grantee shall record this instrument in the official records of Jo Daviess County, Illinois and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Easement. Grantee may, prior to the fortieth anniversary of the date of this Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-118, for the purpose of preserving the lien of this Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Easement.

22. **Nature of Conveyance.** The conveyance hereunder constitutes a perpetual conservation right under the Statute, charitable trust, a common law easement in gross, a public easement under 35 ILCS 200/9-145(e), a common law dedication, and an easement and covenant running with the land under 35 ILCS 200/22-70. If Grantee ever becomes owner of fee simple interest in ~~Galena~~ the Addition to Gateway Park, this Easement shall continue in full force and effect, and the doctrine of merger shall not apply.

23. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill relating to ~~Galena~~ the Addition to Gateway Park received by Grantor from any government authority (excluding notices of reassessment and bills for non-delinquent real estate taxes) within thirty (30) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

24. **General Provisions.**

(a) Controlling Law. The laws of the State of Illinois shall govern the interpretation and performance of this Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement, the charitable and perpetual nature of this grant, and the policy and purpose of the Statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument, including all Recitals and the Baseline Documentation, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor' title to [Galena-the Addition to](#) Gateway Park in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with [Galena-the Addition to](#) Gateway Park. Wherever in this instrument there is a reference to a government agency, such as FSA, the reference shall be deemed to include the agency named or any successor agency.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to such transfer shall survive the transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience or reference and shall have no effect upon the construction or interpretation of this instrument.

(i) Authority. Grantor (and any persons executing this instrument on behalf of Grantor) represent and warrant that Grantor is the owner in fee simple of [Galena-the Addition to](#) Gateway Park, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations hereunder.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.



**EXHIBIT A**

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.

Parcel 2:

A 66.00 foot wide easement for ingress and egress, for the benefit of Parcel 1, created by an Easement Agreement recorded November 19, 2010 as Document No. 359770, lying 66.00 feet normal distant Westerly of the following described line as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 21, Township 28 North, Range 1 East of the Fourth Principal Meridian; thence South  $01^{\circ}22'34''$  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; thence South  $88^{\circ}41'58''$  West, 659.41 feet to the point of beginning for said easement for ingress

and egress; thence South 35 °22'57" East, along the Easterly line of said easement, a distance of 397.37 feet; thence South 50 °12'11" East, along the Easterly line of said easement, a distance of 199.03 feet; thence South 23 °02'13" East, along the Easterly line of said easement, a distance of 1082.49 feet; thence South 07 °40'33" East, along the Easterly line of said easement, a distance of 871.86 feet to a point on the Northerly line of said State of Illinois property; thence South 61 °54'00" West, along said Northerly right-of-way line and the Southerly line of said easement, a distance 66.00 feet; thence South 60°43'37" West, along said Northerly right-of-way line and the Southerly line of said easement, a distance of 100.37 feet to a found iron rod; thence South 60 °42'06" West, along said Northerly right-of-way line and the Southerly line of said easement, a distance of 99.63 feet to a found iron rod; thence South 61 °18'15" West, along said Northerly right-of-way line and the Southerly line of said easement, a distance of 100.06 feet to a found iron rod; thence North 49°47'07" West, along the Southwesterly line of said easement, a distance of 344.25 feet to the point of terminus of said easement.

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: December 21, 2015

RE: Bond Abatement Ordinances

The City has three outstanding bond issues that were used to finance various projects. Ordinances were adopted at the time of each bond sale to pledge sales tax and income tax revenues, instead of property tax, to cover the annual principal and interest payments. When these alternate revenues are sufficient to make the scheduled debt payments for the year, the City must adopt tax abatement ordinances to inform the County Clerk that the City does not intend to levy property taxes for the debt payments. With the alternate revenues sufficient to make the scheduled payments, I am presenting the tax abatement ordinances for your approval.

The three ordinances on the agenda for approval are as follows:

1. Ordinance to abate taxes for 2010 sewer bonds in 2015 levy year. Bonds refinanced debt on wastewater treatment plant.
2. Ordinance to abate taxes for 2012A bonds in 2015 levy year. Bonds refinanced downtown project debt.
3. Ordinance to abate taxes for 2012B bonds in 2015 levy year. Bonds funded part of the Meeker Street Bridge replacement, the solar array, and the downtown flood pump projects.

I recommend you complete the first reading of these ordinances, waive the second reading, and adopt the ordinances as presented.

**AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA, ILLINOIS FOR THE 2010 SEWER BONDS**

**ORDINANCE No. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2015 to pay the principal of and interest on \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, of the City of Galena, Jo Daviess County, Illinois.

WHEREAS the City Council (the “*Corporate Authorities*”) of the City of Galena, Jo Daviess County, Illinois (the “*City*”), by an ordinance, adopted on the 11th day of January, 2010 (the “*Ordinance*”), did provide for the issue of \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Pledged Income Taxes (as defined in the Ordinance) have been determined by the Corporate Authorities to provide an amount not less than 1.25 times debt service of all Outstanding Bonds (as defined in the Ordinance) in the next succeeding bond year (June 30 and December 30); and

WHEREAS the Pledged Sales Taxes have been deposited in the 2010 Sales Tax Alternate Bond Fund of the City (as defined in the Ordinance) in an amount sufficient to pay debt service on all outstanding Bonds in the next succeeding bond year; and

WHEREAS it is necessary and in the best interests of a the City that the tax heretofore levied for the year 2013 to pay the principal of and interest on the Bonds be abated in its entirety;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Galena, Jo Daviess County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2015 in the Ordinance is hereby abated in its entirety, which is the amount of \$568,370.00.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of The County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the Corporate Authorities.

PASSED by the Corporate Authorities on December 28, 2015.

APPROVED: \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2015.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2016, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2015 to pay the principal of and interest on \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 28th day of December, 2015 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2015 for the payment of the City’s \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]

**AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA, ILLINOIS FOR THE 2012A BONDS**

**ORDINANCE No. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2015 to pay the principal of and interest on \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, of the City of Galena, Jo Daviess County, Illinois.

WHEREAS the City Council (the “*Corporate Authorities*”) of the City of Galena, Jo Daviess County, Illinois (the “*City*”), by an ordinance, adopted on the 11th day of June, 2012 (the “*Ordinance*”), did provide for the issue of \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Pledged Sales Taxes (as defined in the Ordinance) have been determined by the Corporate Authorities to provide an amount not less than 1.25 times debt service of all Outstanding Bonds and Prior Sales Tax Bonds (as defined in the Ordinance) in the next succeeding bond year (June 30 and December 30); and

WHEREAS the Pledged Sales Taxes have been deposited in the 2012A Sales Tax Alternate Bond Fund of the City (as defined in the Ordinance) in an amount sufficient to pay debt service on all outstanding Bonds in the next succeeding bond year; and

WHEREAS it is necessary and in the best interests of a the City that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated in its entirety;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Galena, Jo Daviess County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2015 in the Ordinance is hereby abated in its entirety, which is the amount of \$299,700.00.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of The County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the Corporate Authorities.

PASSED by the Corporate Authorities on December 28, 2015.

APPROVED: \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2015.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2016, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2015 to pay the principal of and interest on \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 28<sup>th</sup> day of December, 2015 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2015 for the payment of the City’s \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]

**AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA, ILLINOIS FOR THE 2012B BONDS**

**ORDINANCE No. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2015 to pay the principal of and interest on \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B, of the City of Galena, Jo Daviess County, Illinois.

WHEREAS the City Council (the “*Corporate Authorities*”) of the City of Galena, Jo Daviess County, Illinois (the “*City*”), by an ordinance, adopted on the 11th day of June, 2012 (the “*Ordinance*”), did provide for the issue of \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Pledged Income Taxes (as defined in the Ordinance) have been determined by the Corporate Authorities to provide an amount not less than 1.25 times debt service of all Outstanding Bonds (as defined in the Ordinance) in the next succeeding bond year (June 30 and December 30); and

WHEREAS the Pledged Income Taxes have been deposited in the 2012B Income Tax Alternate Bond Fund of the City (as defined in the Ordinance) in an amount sufficient to pay debt service on all outstanding Bonds in the next succeeding bond year; and

WHEREAS it is necessary and in the best interests of a the City that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated in its entirety;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Galena, Jo Daviess County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2015 in the Ordinance is hereby abated in its entirety, which is the amount of \$104,775.00.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of The County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the Corporate Authorities.

PASSED by the Corporate Authorities on December 28, 2015.

APPROVED: \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2015.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2016, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2015 to pay the principal of and interest on \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 28<sup>th</sup> day of December, 2015 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2015 for the payment of the City’s \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]

# CITY OF GALENA, ILLINOIS



## Liquor License Application

New Application     Renewal Application

### Applicant Information:

Applicant Name: CASEY'S RETAIL COMPANY WE FILE AS A CORPORATION.  
Last First M.I.

Address: PO BOX 3001, ANKENY, IA 50021-8045  
City State Zip

Phone #: 515-965-6572 Email Address: penny.patrick@caseys.com

The undersigned applicant, being duly sworn on oath, makes application for a Class (check one):

A  B  C  D  F  G  H  I  J  K  L  M  N  O  P

Liquor License in the City of Galena for the term beginning 1-1-16, and ending 4-30-16, and hereby certifies to the following facts:

### Business/Premise Information:

Application is for:  Corporation  Limited Liability Corporation  Individual  Partnership

Corporation/Business Name: CASEY'S RETAIL COMPANY

Doing Business As: CASEY'S GENERAL STORE #3451

Name as it should appear on license: CASEY'S RETAIL COMPANY DBA CASEY'S GENERAL STORE #3451  
(Must match State License)

Exact Address of Business: 10889 WEST RED GATES ROAD, GALENA, IL 61036

Phone #: 815-776-9413 Fax #: 515-965-6205

The property is:  Owned  Leased Lease Expires: \_\_\_\_\_ (attach a copy of the lease)

The applicant has been in business since: THIS IS A NEW STORE THAT OPENED 10-01-15

The renewal applicant has applied for and been granted:

State Liquor License #: 4A-1127671 Expiration Date: 8-31-16 (Attach Copy)

Illinois Sales Tax #: 3519-3395 Expiration Date: 07-01-19 (Attach Copy) *will email copy when receive it*

Liquor revenues are from the sale of:  Beer  Beer & Wine  Alcoholic Liquor  Wine only

For consumption:  On Premises  Off Premises  Both

State principle type of business (Tavern, Restaurant, etc.): CONVENIENCE STORE

How will employees be trained for liquor sales? ALL EMPLOYEES ARE TRAINED ON CASEY'S POLICIES RELATED TO ALCOHOL SALES AT THE TIME OF HIRE.

The general description, including approximate square footage, of the premises or place of business which is to be operated under the proposed license: ONE STORY WOOD BUILDING

(Attach a scaled drawing of the premises showing all ingress and egress locations, windows, and location of bar.) PLEASE SEE ATTACHED STORE PLAN

Do you hold any other current Liquor Licenses within the City of Galena?  Yes  No

If so, please specify: WE WILL MAKE APPLICATION FOR A TOBACCO LICENSE

If a corporation or partnership, please list all names of Owners, Officers, Directors, Stockholders, Members and/or Partners owning more than 5%. NO PERSONS INDIVIDUALLY OR AN AGGREGATE OWN 5% OF CORP STOCK

Name	Address	City, State, Zip	Date of Birth	Phone #
PLEASE SEE ATTACHED FOR OFFICERS				

**Manager Information (manager must complete manager application):**

Name: KLOSER, KEVIN (AREA SUPERVISOR)

Last First M.I.

Address: 1006 WASHINGTON ST, BELLEVUE, IA 52031

City State Zip

Date of Birth: 07-28-81 Phone: CELL: 515-490-8287 E-Mail Address: penny.patrick@caseys.com

The applicant, by signing this application, agrees to or answers in the affirmative to the following statements:

- a. The applicant owns said place of business or has a lease on said place of business for the period for which the license is issued. (If leased, please attach a copy of the lease.)
- b. The applicant will not allow gambling of other illegal activities on the premises.
- c. The applicant has neither been convicted of a felony nor is disqualified to receive a license by reason of any requirement contained in the Liquor Control and Liquor Licensing Ordinance for the City of Galena, Jo Daviess County, Illinois passed and approved in effect on the date of this application or by the laws of the State of Illinois, the United States of America, or any other ordinance of the City of Galena.
- d. Neither the applicant; a corporation of which the applicant is a shareholder, officer, or director; or a partnership of which the applicant belongs has had a liquor license revoked or suspended by any licensing body. If the license has either been revoked or suspended, the applicant shall explain on a separate sheet of paper the circumstances regarding dates and location of said suspension or revocation and attach it to the application as a part thereof. WE HAVE HAD SUSPENSIONS, PLEASE SEE ATTACHED
- e. The applicant will not, during the term of the license, violate any of the laws of the State of Illinois, the United States of America, or any Ordinance of the City of Galena in the conduct of the place of business described above.
- f. The applicant hereby files with this application a Certificate of Insurance by a company authorized to do business in the State of Illinois. The Certificate of Insurance certifies that the applicant has in force and effect the dram shop and other insurance coverage required by the City of Galena and agrees to maintain said insurance for the duration of this licensing period.

The applicant (including the manager in the case of a corporation) states (strike through alternatives that not applicable) and agrees to the following:

- a. The applicant is a resident of the City of Galena. WE WILL HAVE A RESIDENT AGENT.
- b. The applicant is a citizen of the United States. If naturalized: Time \_\_\_\_\_ Place \_\_\_\_\_  
ALL OFFICERS ARE CITIZENS BORN IN THE U. S.
- c. With reference to a Partnership Application, all members of said Applicant Partnership are qualified to obtain a license.
- d. With reference to a Corporation Application; no officer, manager director, stock holder, or stockholders owning in the aggregate more than five (5) percent of the stock of the applicant's corporation is disqualified from obtaining a license for any reason other than citizenship and residence within the City of Galena. NO PERSONS INDIVIDUALLY OR AN AGGREGATE OWN 5% OF CORP STOCK.
- e. The applicant is of good character and reputation in the community.
- f. The applicant has never been convicted of a felony under any Federal or State law.

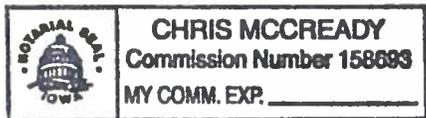
- g. The applicant has never been convicted of being a keeper or is keeping a house of ill fame.
- h. The applicant has never been convicted of pandering, other crimes, or misdemeanors opposed to decency or morality.
- i. The applicant has never had a Liquor License revoked for any cause.
- j. The applicant (or manager in the case of a corporation) has never been refused a liquor license by any liquor control authority. WE HAVE BEEN DENIED A LIQUOR LICENSE BECAUSE THE TOWN IS DRY, NO LICENSES ARE AVAILABLE, TOO CLOSE TO A CHURCH OR SCHOOL.
- k. The applicant has never been convicted of any Federal or State law concerning manufacture, possession, or sale of alcoholic liquor; nor has the applicant ever forfeited bond to appear in court to answer charges for a violation of such Federal or State law. WE HAVE HAD SUSPENSIONS, PLEASE SEE ATTACHED.
- l. The applicant is eligible for a State Retail Liquor Dealer's License.
- m. The applicant is neither a Galena law enforcing public official nor does the Mayor or any member of the City Council of the City of Galena have any interest either directly or indirectly in the applicant business. The applicant notes by his/her signature below that he/she has read and understands Chapter 111 (a copy can be obtained from the City Clerk or be viewed at [www.cityofgalena.org](http://www.cityofgalena.org)). Further, it should be noted that there must be enough employees and supervision of personnel involved with the sale of liquor to satisfy the requirements within Chapter 111 of the Galena City Code of Ordinances. Also, the applicant must recognize that the regulations of Chapter 11 that apply to the Licensee and Establishment also apply to any agents of the business involved with the sale of liquor.

Please note: This applicant must be signed in the presence of a Notary.

Printed Name of Applicant: FOR CASEY'S RETAIL COMPANY

BY JULIA L. JACKOWSKI, SECRETARY *Julia L. Jackowski* 12-01-15  
 Applicant's Signature Date

Subscribed and sworn to before me this 1ST day of DECEMBER, A.D. 2015.



*Chris McCready* 12-01-15  
 Notary's Signature Date

\*First time applicants must pay a \$75.00 fee for a background check. Fingerprints must be provided by going to the Jo Daviess County Sheriff's Department to be processed. Background checks are completed by the State of Illinois Police. This process can take up to eight (8) weeks to complete. Once the results of the background checks are received from the State of Illinois Police, the Liquor License Application will be placed on the next available City Council agenda for approval/denial. All fees must be paid prior to being placed on the agenda.

# CITY OF GALENA, ILLINOIS



## Application for Manager Liquor License

**Application Fee:** \$50.00

**Background Check Fee:** \$75.00 per Background Check – All managers must be fingerprinted by the Jo Daviess County Sheriff’s Department or the local Sheriff’s Department in the area in which the officer or director resides.

Background checks are completed by the State of Illinois Police. This process can take up to eight (2) weeks to complete. Once the results of the background checks are received from the State of Illinois Police, the Liquor License Corporation manager Application is then placed on the next available City Council agenda for approval/denial. Payment can be made by check, cash, money order, or credit card. All background check fees must be paid at the time the application is returned to City Hall.

**Please note:** The manager must reside within a 30 mile radius of Galena in order to qualify for a license.

Name: KEVIN KLOSER Date of Birth: 07-28-81

Address: 1006 WASHINGTON ST, BELLEVUE, IA 52031  
City State Zip

Driver License #: IA 705XX7577

**List of places of residences in the past ten (10) years (use back if needed):**

1. 1006 WASHINGTON ST, BELLEVUE, IA 52031
2. \_\_\_\_\_
3. \_\_\_\_\_

**List all arrests and dispositions (use back if needed):**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Class of liquor license you will be managing: CLASS B

Location of premises you will be managing: CASEY’S GENERAL STORE #3451, 10889 W RED GATES ROAD, GALENA, IL 61036

Name of Establishment (as it appears on the liquor license): CASEY’S RETAIL COMPANY DBA CASEY’S GENERAL STORE #3451



Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>604 MCDONALD SUPPLY DUBUQUE (120212)</b>							
S010401297.	1	Invoice	UNIFORMS/TONY	12/10/2015	23.36		01.21.471.15
Total 604 MCDONALD SUPPLY DUBUQUE (120212):					23.36		
<b>AT &amp; T (LOCAL) (103)</b>							
121515	1	Invoice	POOL/PHONE	12/15/2015	28.15		59.55.552.00
121515	2	Invoice	PUBLIC WORKS/PHONE	12/15/2015	43.52		01.41.552.00
121515	3	Invoice	FIRE DEPARTMENT/PHO	12/15/2015	98.30		22.22.552.00
121515	4	Invoice	EMS/PHONE	12/15/2015	28.15		12.10.552.00
121515	5	Invoice	FIRE DEPARTMENT/PHO	12/15/2015	32.57		22.22.552.00
121515	6	Invoice	FINANCE/PHONE	12/15/2015	223.26		01.13.552.00
121515	7	Invoice	FLOOD CONTROL/PHON	12/15/2015	28.15		20.25.515.00
121515	8	Invoice	FINANCE/PHONE	12/15/2015	95.91		01.13.552.00
Total AT & T (LOCAL) (103):					578.01		
<b>AT &amp; T LONG DISTANCE (119065)</b>							
121515	1	Invoice	PUBLIC WORKS/LONG DI	12/15/2015	.37		01.41.552.00
121515	2	Invoice	FIRE DEPARTMENT/LON	12/15/2015	.62		22.22.552.00
121515	3	Invoice	POLICE/LONG DISTANCE	12/15/2015	18.23		01.21.552.00
121515	4	Invoice	ADMINISTRATION/LONG	12/15/2015	56.47		01.13.552.00
Total AT & T LONG DISTANCE (119065):					75.69		
<b>CARD SERVICE CENTER (119840)</b>							
121515	1	Invoice	CREATIVE CLOUD	12/15/2015	21.24		01.16.563.00
121515	2	Invoice	EXCHANGE ON LINE	12/15/2015	130.66		51.42.929.00
Total CARD SERVICE CENTER (119840):					151.90		
<b>CHICAGO CENTRAL PACIFIC (107)</b>							
9500154185	1	Invoice	DEPOT FENCE LEASE	12/02/2015	300.00		01.11.552.00
Total CHICAGO CENTRAL PACIFIC (107):					300.00		
<b>CRESCENT ELECTRIC SUPPLY (224)</b>							
S501372316.	1	Invoice	LITE/BACK DOOR	12/04/2015	155.15		22.22.611.00
Total CRESCENT ELECTRIC SUPPLY (224):					155.15		
<b>CRITICAL REACH (120214)</b>							
16-784	1	Invoice	INVESTIGATION PROGR	12/10/2015	145.00		01.21.652.03
Total CRITICAL REACH (120214):					145.00		
<b>DAN'S AERIAL SERVICE (119789)</b>							
4391	1	Invoice	INSTALLATION	12/07/2015	900.00		01.41.614.06
Total DAN'S AERIAL SERVICE (119789):					900.00		
<b>DECKER SUPPLY CO., INC. (867)</b>							
889858	1	Invoice	ST. SIGNS	12/17/2015	233.89		01.41.652.04

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total DECKER SUPPLY CO., INC. (867):					233.89		
<b>DIAMOND CONCRETE CONSTRUCTION (120188)</b>							
45	1	Invoice	SPLASH POOL RESURFA	10/11/2015	3,650.00		59.55.511.01
Total DIAMOND CONCRETE CONSTRUCTION (120188):					3,650.00		
<b>DIXON, R. K. CO. (1)</b>							
1417696	1	Invoice	COPIES MADE	12/10/2015	107.57		01.13.579.00
Total DIXON, R. K. CO. (1):					107.57		
<b>DOIG, KATHLEEN (119339)</b>							
122215	1	Invoice	MARKET HOUSE RESTR	12/22/2015	275.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					275.00		
<b>ELITE PLUMBING (120136)</b>							
2570	1	Invoice	MISC. REPAIRS	12/08/2015	8.36		01.13.511.01
Total ELITE PLUMBING (120136):					8.36		
<b>FISCHER EXCAVATING, INC. (25638)</b>							
1000855	1	Invoice	MISC. MATERIALS	12/17/2015	485.72		01.41.614.04
Total FISCHER EXCAVATING, INC. (25638):					485.72		
<b>GALENA ARC (850)</b>							
121515	1	Invoice	HAHN COUNCIL SALARY	12/15/2015	700.00		01.11.432.00
Total GALENA ARC (850):					700.00		
<b>GALENA GAZETTE (34)</b>							
00046358	1	Invoice	PUBLIC NOTICE	12/07/2015	27.55		01.16.553.00
Total GALENA GAZETTE (34):					27.55		
<b>GALENA PUBLIC LIBRARY (93)</b>							
121515	1	Invoice	PERS.PROP.REPLACE.T	12/15/2015	1,706.38		16.14.913.00
Total GALENA PUBLIC LIBRARY (93):					1,706.38		
<b>GLOBAL REACH INTERNET PROD. (119792)</b>							
71460	1	Invoice	MONTHLY HOSTING FEE	12/01/2015	85.00		01.13.512.05
Total GLOBAL REACH INTERNET PROD. (119792):					85.00		
<b>GUY'S TRUCK &amp; TRACTOR SERVICE (119033)</b>							
GW1005950	1	Invoice	MISC. VEHICLE	11/27/2015	1,375.00		01.41.613.12
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					1,375.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>HALSTEAD, MARY L. (119966)</b>							
121515	1	Invoice	CITY HALL JANITOR	12/15/2015	240.00		01.13.511.07
121515	2	Invoice	PUBLIC RESTROOMS AT	12/15/2015	225.00		01.13.511.08
Total HALSTEAD, MARY L. (119966):					465.00		
<b>HEALTHCARE SERVICE CORPORATION (118931)</b>							
121515	1	Invoice	HSA/FAMILY/EMPLOYEE	12/15/2015	4,361.00		01.218.0
121515	2	Invoice	PPO/BLUE CROSS BLUE	12/15/2015	396.00		01.218.0
121515	3	Invoice	HEALTH INSURANCE	12/15/2015	27,797.17		01.13.451.00
121515	4	Invoice	WESTEMEIER/INSURAN	12/15/2015	1,014.15		78.32.464.02
Total HEALTHCARE SERVICE CORPORATION (118931):					33,568.32		
<b>HOLLAND HEATING, AIR COND (99)</b>							
40447	1	Invoice	GARAGE FURNACE	11/24/2015	167.52		01.41.511.00
Total HOLLAND HEATING, AIR COND (99):					167.52		
<b>HYDE, MARY BETH (101)</b>							
121515	1	Invoice	TRAVEL REIMBURSEME	12/15/2015	87.45		01.14.562.00
Total HYDE, MARY BETH (101):					87.45		
<b>IL ASSN OF CHIEFS OF POLICE (486)</b>							
122215	1	Invoice	DUES	12/22/2015	110.00		01.21.561.00
Total IL ASSN OF CHIEFS OF POLICE (486):					110.00		
<b>ILLINOIS FIRE STORE (119034)</b>							
35777	1	Invoice	STRAPS FOR RIT	12/02/2015	75.00		22.22.840.00
35809	1	Invoice	FIRE FIGHTER GLOVES	12/15/2015	464.00		22.22.840.00
Total ILLINOIS FIRE STORE (119034):					539.00		
<b>JACKSON CONCRETE/EXCAVATION CO (489)</b>							
121715	1	Invoice	EXERCISE EQUIPMENT	12/17/2015	1,302.13		01.41.614.04
Total JACKSON CONCRETE/EXCAVATION CO (489):					1,302.13		
<b>JO CARROLL ENERGY, INC. (397)</b>							
121515	1	Invoice	ELECTRIC (ST. LIGHTS)	12/15/2015	490.68		15.41.572.00
121515	2	Invoice	PUBLIC WORKS/ELECTRI	12/15/2015	278.99		01.41.571.01
121515	3	Invoice	PARKS/ELECTRIC	12/15/2015	197.64		17.52.571.01
121515	4	Invoice	FIRE/ELECTRIC	12/15/2015	63.90		22.22.576.01
121515	5	Invoice	POOL/ELECTRIC	12/15/2015	321.73		59.55.571.01
Total JO CARROLL ENERGY, INC. (397):					1,352.94		
<b>JOHN DEERE FINANCIAL (119690)</b>							
121515	1	Invoice	clothing	12/15/2015	84.98		01.41.471.09
Total JOHN DEERE FINANCIAL (119690):					84.98		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>JOHNSON ARCHITECTURE, ADAM (119363)</b>							
445	1	Invoice	HISTORIC STRUCTURES	12/10/2015	3,675.00		58.54.820.00
Total JOHNSON ARCHITECTURE, ADAM (119363):					3,675.00		
<b>LAWSON PRODUCTS, INC. (627)</b>							
9303744796	1	Invoice	MISC. SUPPLIES	12/08/2015	335.48		17.52.652.00
9303768387	1	Invoice	SUPPLIES	12/17/2015	110.64		20.25.652.02
Total LAWSON PRODUCTS, INC. (627):					446.12		
<b>LITHO SPECIALISTS (63)</b>							
IS26000	1	Invoice	CHECKS	12/02/2015	933.00		01.13.554.00
Total LITHO SPECIALISTS (63):					933.00		
<b>LOGIN/IACP NET (119526)</b>							
26873	1	Invoice	ANNUAL FEE FOR IACP	12/14/2015	525.00		01.21.563.00
Total LOGIN/IACP NET (119526):					525.00		
<b>LOUIE'S AGGREGATE COMPANY (1218)</b>							
3874	1	Invoice	MISC. MATERIALS	12/11/2015	526.49		01.41.614.04
Total LOUIE'S AGGREGATE COMPANY (1218):					526.49		
<b>MAILFINANCE (119741)</b>							
H5663673	1	Invoice	POSTAGE METER	12/05/2015	396.81		01.13.579.02
Total MAILFINANCE (119741):					396.81		
<b>MARTIN EQUIPMENT-DUBUQUE (281)</b>							
177843	1	Invoice	BACKHOE MAINTENANC	12/14/2015	114.00		01.41.613.07
Total MARTIN EQUIPMENT-DUBUQUE (281):					114.00		
<b>MENARDS (280)</b>							
91924	1	Invoice	TOOLS	12/10/2015	24.94		01.41.653.00
Total MENARDS (280):					24.94		
<b>MOTOROLA SOLUTIONS - STARCOM (119812)</b>							
2109310301	1	Invoice	MONTHLY RATE FOR ST	12/01/2015	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
<b>MURRAY, B. L. CO. INC. (135)</b>							
89167	1	Invoice	TRASH CAN	12/10/2015	58.10		17.52.652.00
Total MURRAY, B. L. CO. INC. (135):					58.10		
<b>NICOR (151)</b>							
121515	1	Invoice	POOL-GAS	12/15/2015	153.98		59.55.571.02
121515	2	Invoice	MARKETHOUSE RESTRO	12/15/2015	24.05		01.13.511.06

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total NICOR (151):					178.03		
<b>NICOR (F) (118924)</b>							
121515	1	Invoice	CITY HALL-GAS	12/15/2015	213.51		01.13.571.05
121515	2	Invoice	PUBLIC WORKS-GAS	12/15/2015	90.99		01.41.571.05
Total NICOR (F) (118924):					304.50		
<b>NUTOYS LEISURE PRODUCTS (373)</b>							
43907	1	Invoice	PARK IMPROVEMENTS	12/17/2015	1,043.00		17.52.820.06
Total NUTOYS LEISURE PRODUCTS (373):					1,043.00		
<b>O'HERRON CO.INC., RAY (548)</b>							
1569473	1	Invoice	SQUAD 3 STROBE BULB	12/14/2015	145.22		01.21.513.06
Total O'HERRON CO.INC., RAY (548):					145.22		
<b>PETTY CASH/POLICE DEPT. (163)</b>							
122115	1	Invoice	POSTAGE	12/21/2015	21.74		01.21.551.00
122115	2	Invoice	OFFICE SUPPLIES	12/21/2015	11.33		01.21.651.00
Total PETTY CASH/POLICE DEPT. (163):					33.07		
<b>STAHL, MATT (120207)</b>							
122215	1	Invoice	CROWD CONTROL MANA	12/22/2015	19.95		58.54.553.00
Total STAHL, MATT (120207):					19.95		
<b>SULLIVAN LAVACEK ENTERPRISES (120160)</b>							
121715	1	Invoice	TURNER HALL LIGHTING	12/17/2015	1,046.68		58.54.820.00
Total SULLIVAN LAVACEK ENTERPRISES (120160):					1,046.68		
<b>T &amp; T ELECTRONICS (120055)</b>							
2015	1	Invoice	RECYCLING	12/07/2015	210.00		13.44.929.00
2018	1	Invoice	RECYCLING	12/15/2015	1,275.00		13.44.929.00
Total T & T ELECTRONICS (120055):					1,485.00		
<b>THOMPSON, EARL (118756)</b>							
122115	1	Invoice	CONCRETE CHANNEL/R	12/21/2015	9,219.00		58.54.654.01
122115	2	Invoice	CONCRETE CHANNEL/R	12/21/2015	1,355.00		58.54.654.01
Total THOMPSON, EARL (118756):					10,574.00		
<b>TOP NOTCH PLUMBING, HEATING (625)</b>							
103615	1	Invoice	CEMETERY PARK LIGHT	12/03/2015	8,150.00		17.52.820.06
103690	1	Invoice	BOILER REPAIR	12/08/2015	343.09		58.54.511.00
Total TOP NOTCH PLUMBING, HEATING (625):					8,493.09		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>TRI-STATE PORTA POTTY, INC. (908)</b>							
3826	1	Invoice	BIKE TRAIL/PORTA POTT	12/07/2015	95.00		17.52.579.01
3826	2	Invoice	PORTA POTTY/REC PAR	12/07/2015	190.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					285.00		
<b>VAN METER INC. (141)</b>							
S8951455.00	1	Invoice	ADAPTERS	12/09/2015	48.52		01.41.614.06
Total VAN METER INC. (141):					48.52		
<b>VERIZON WIRELESS (316)</b>							
121515	1	Invoice	VERIZON JET PACK FOR	12/15/2015	38.01		01.21.652.03
9756465902	1	Invoice	FIRE DEPARTMENT/VERI	12/27/2015	76.02		22.22.655.00
Total VERIZON WIRELESS (316):					114.03		
<b>WAL-MART COMMUNITY (CC) (1258)</b>							
121515	1	Invoice	WREATH LIGHTS	12/15/2015	173.60		01.11.929.07
121515	2	Invoice	OFFICE SUPPLIES	12/15/2015	28.97		01.13.651.02
121515	3	Invoice	OFFICE SUPPLIES	12/15/2015	157.21		01.21.651.00
121515	4	Invoice	SUPPLIES	12/15/2015	84.08		01.41.652.00
Total WAL-MART COMMUNITY (CC) (1258):					443.86		
<b>WHITE CONSTRUCTION CO., INC. (119359)</b>							
121515	1	Invoice	TURNER HALL JANITORI	12/15/2015	350.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					350.00		
<b>WILKINS, ARIA (120213)</b>							
121615	1	Invoice	DEPOSIT REFUND	12/16/2015	200.00		58.54.929.00
Total WILKINS, ARIA (120213):					200.00		
<b>WINDY HILL CONSTRUCTION (119449)</b>							
5224	1	Invoice	WATER REPAIR	12/13/2015	848.90		51.42.929.00
Total WINDY HILL CONSTRUCTION (119449):					848.90		
Grand Totals:					80,983.23		

Report GL Period Summary

Vendor number hash: 3388027  
 Vendor number hash - split: 4586806  
 Total number of invoices: 60  
 Total number of transactions: 87

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Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	80,983.23	80,983.23
Grand Totals:	<u>80,983.23</u>	<u>80,983.23</u>

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