



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JULY 25, 2016

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

ITEM	DESCRIPTION
16C-0293.	Call to Order by Presiding Officer
16C-0294.	Roll Call
16C-0295.	Establishment of Quorum
16C-0296.	Pledge of Allegiance
16C-0297.	Reports of Standing Committees
16C-0298.	Citizens Comments <ul style="list-style-type: none"> • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker • No testimony on zoning items where a public hearing has been conducted

PUBLIC HEARINGS

ITEM	DESCRIPTION	PAGE
16C-0299.	Public Hearing on an Annexation Agreement Between Patrick and Kristine McCarthy and the City of Galena, for the Property Commonly Known as the Palace Campground	4

LIQUOR COMMISSION

ITEM	DESCRIPTION	PAGE
16C-0300.	Discussion and Possible Action on an Application for a Class D Corporation Manager Liquor License for Sophia A. Johnson by Cannova's, 247 N. Main Street	5-6

CONSENT AGENDA CA16-14

ITEM	DESCRIPTION	PAGE
16C-0301.	Approval of the Minutes of the Regular City Council Meeting of July 11, 2016	7-11
16C-0302.	Approval of Contract with Jackson Concrete for the Replacement of the Sidewalk Around the Soldier's Monument in Grant Park	12
16C-0303.	Approval of Contract with White Construction for Interior Painting at Turner Hall	13
16C-0304.	Approval of the Purchase of a Mobile Speed Sign from All Traffic Solutions	14-18

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
16C-0286.	Second Reading and Possible Approval of an Ordinance Rezoning the Grace Episcopal Church Property at 309 Hill Street from Low Density Residential to Planned Unit Development with an Underlying District of Low Density Residential	19

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
16C-0305.	First Reading of an Ordinance Rescinding Ordinances Pertaining to the 2011 Annexation of the Palace Campground	20-21
16C-0306.	First Reading of an Ordinance to Execute an Annexation Agreement Between Patrich and Kristine McCarthy for 31.88 Acres Commonly Known as the Palace Campground	22-49
16C-0307.	First Reading of an Ordinance Annexing 31.88 Acres of Commonly Known as the Palace Campground	50-54
16C-0308.	Reconsideration of 16C-0264 "Discussion and Possible Action on a Request by Grace Episcopal Church to Rezone to Planned Unit Development with an Underlying Default District of Low Density Residential"	--
16C-0309.	Discussion and Possible Action on Interim Report to the City Council from the Deer Committee	--

ITEM	DESCRIPTION	PAGE
16C-0310.	Discussion and Possible Action on Destination Marketing Services Agreement and Greater Galena Marketing, Inc., DBA Galena/Jo Daviess Office of Tourism	55-61
16C-0311.	Presentation by the Zoning Administrator and Building Official on Findings Regarding Short Term Vacation Rentals / Guest Accommodations	62
16C-0312.	Discussion and Possible Action on Initiating a Zoning Text Amendment to Allow Short Term Vacation Rental Units in the City of Galena.	62
16C-0313.	Discussion and Possible Action on on Zoning Cal. No. 16A-02, an Application by the City of Galena for Text Amendment to §154.202, Residential Principal and Major Accessory Structures Bulk Standards, to Allow Front Facing Garages in Front of the Principal Façade of the Dwelling	63-82
16C-0314.	Discussion and Possible Action on a County Zoning Application by Janet Einsweiler, 1170 Ferry Landing Road, for Approval of Plat of Subdivision for Lot 1 of “Leon and Janet Einsweiler’s Second Addition to Rawlins Township”, to Create a Separate Parcel for an Existing House	83-103
16C-0315.	First Reading of an Ordinance Amending Chapter 97.14 of the <u>Galena Code of Ordinances</u> Pertaining to Downtown Sidewalk Construction Standards	104-106
16C-0316.	Warrants	107-113
16C-0317.	Alderspersons’ Comments	
16C-0318.	City Administrator’s Report	
16C-0319.	Mayor’s Report	
16C-0320.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Turner Hall Committee	Thurs. August 4	8:30 A.M.	Turner Hall, 115 S. Bench Street
Historic Preservation Comm.	Thurs. August 4	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. August 8	6:30 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. August 10	6:30 P.M.	City Hall, 101 Green Street

Posted: Thursday, July 21, 2016 at 3:30 p.m. Posted By:

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: July 14, 2016

RE: Campground Annexation

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

In 2011, the owners of the Palace Campground, Pat and Kristine McCarthy, petitioned to annex the 48-acre property to the City of Galena. The city council approved an ordinance to execute the associated annexation agreement. An ordinance to annex the property was also approved. Following the approvals, an error was discovered in the survey of the property. A new survey was not prepared and the owners did not execute the annexation agreement. In absence of the annexation agreement, the annexation ordinance was never recorded to complete the annexation.

Recently, the owners sold a portion of the campground to an adjacent property owner. Following the sale, the City contacted the owners about completing the annexation process for the remaining 31.88 acres of property. A new petition for annexation was then submitted and new public notices were provided in accordance with the state law for annexation.

On the agenda for Monday are four items related to the new annexation agreement and annexation.

1. Public hearing on the proposed annexation agreement
2. Ordinance to rescind the annexation agreement and annexation ordinances approved in 2011
3. Ordinance to authorize the execution of the new annexation agreement
4. Ordinance to annex the campground property

The proposed annexation agreement is the same as in 2011 with updated recitals and a new section covering a tax abatement proposed by the owners. The abatement would settle a long-standing dispute regarding storm water damage to the property. The abatement is described in Section 11.1 on page 17.

The ordinance authorizing the execution of the annexation agreement requires an affirmative vote of five council members for adoption.

Please let me know if you have any questions.

280

CITY OF GALENA, ILLINOIS



PAID

Application for Manager Liquor License

JUL 19 2016

Application Fee: \$50.00

CITY OF GALENA

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: Sophia A. Johnson Date of Birth: 12/09/92
Address: 223 DIAGONAL ST. GALENA IL 61036
City State Zip

Driver License #: 0525-7819-2950

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

- 211 FOURTH ST. GALENA IL, 61036
- ~~1201~~ 30 W. 28TH ST. DUBUQUE IA, 52001
- ~~111~~ 525 S. STATE ST. CHICAGO IL, 60605

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

- _____
- _____
- _____

Class of liquor license you will be managing: CLASS D

Location of premises you will be managing: 247 N. MAIN ST.

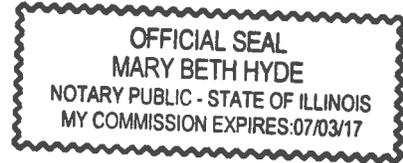
Name of Establishment (as it appears on the liquor license): CANNOVA'S PIZZA

I have never been convicted of a felony or any misdemeanor opposed to decency and morality. I am not disqualified to receive a license by any reason of matter or thing contained in the Galena Municipal Code of the Illinois Liquor Control Act. I will not violate any of the laws of the State of Illinois or of the Unity States in the conduct of managing this place of business. The undersigned further states that he/she is a person of good moral character and the he/she agrees not to violate any of the Ordinances of the City of Galena, any laws of the United States, or of the State of Illinois. The undersigned further states that in the event any statement contained in this application is not true that any approval of management may be immediately suspended and revoked.

I, SOPHIA JOHNSON, being duly sworn on oath, state that the facts set forth in the above application are true and correct.

Sophia Johnson
Applicant's Signature Date

Mary Beth Hyde 6.19.16 7/3/17
Notary's Signature Date Commission Expiration



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 11 JULY 2016

16C-0273 – 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 11 July 2016.

16C-0274 – ROLL CALL

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

16C-0275 – ESTABLISHMENT OF QUORUM

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

16C-0276 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

16C-0277 - REPORTS OF STANDING COMMITTEE

Unified Destination Marketing Committee – Lincoln reported the services contracts have been delivered to both the city and county legal counsel. Joe Nack is reviewing. John Hay has seen it and will be discussing it at their executive meeting tonight. More updates at the next meeting.

Turner Hall Committee – Fach reported a meeting was held on July 7th at Turner Hall. He presented a copy of the minutes. The Galena Festival of Performing Arts held two events this past weekend. They had 300 people on Friday night and 250 people on Saturday night. They will be holding more events this weekend. Fach encouraged council to show their support by attending.

16C-0278 – PUBLIC COMMENTS

Eric Lieberman, 751 Dewey Avenue – Lieberman made comments with regard to the Minutes of the Meeting of June 27, 2016 and the proposed ordinance regarding the zoning change for Grace Episcopal Church. Lieberman voiced concern with the motion for item 16C-0264. Lieberman feels the condition of requiring the applicant to meet these requirements was left out of the motion. The motion should have required that, prior to issuance of any building permit allowing new construction or excavation on the site, the applicant for the permit shall provide proof of the following requirements having been met. The focus is to make sure no permit could be granted without the right studies. With regard to the studies being performed, the studies the council discussed were a geotechnical engineering study and a slope stability study. Lieberman feels the first line of the motion needs to be corrected to reflect that. The Certified Elevation study should be provided on an on-going basis throughout the process.

With regard to the ordinance amending the zoning map, Lieberman believes the ordinance should reflect that before any applicant for a building permit is granted they have to comply with the conditions that should be in the motion.

James Wirth, 121 S. High Street – Wirth spoke with regard to what he feels are unintentional discrepancies between Galena's Class "M" and Class "N" Liquor Licenses. He feels the Class "N" license provides more protection for residents in a commercial neighborhood than the Class "M" does for single family neighborhoods. Wirth shared possible changes he feels would correct the discrepancy.

CONSENT AGENDA CA16-13

16C-0279 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 27, 2016

16C-0280 – APPROVAL OF BUDGET AMENDMENT BA17-02 FOR DOWNTOWN SIDEWALK REPLACEMENT

16C-0281 – APPROVAL OF 2016 MOTOR FUEL TAX RESOLUTION

16C-0282 – APPROVAL OF UPDATE OF CREDIT CARD POLICY AND PROCEDURES

Motion: Hahn moved, seconded by Kieffer, to approve Consent Agenda CA16-13 as presented.

Discussion: Bernstein requested item 16C-0279 be removed from the Consent Agenda.

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

The motion carried.

16C-0279 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 27, 2016

Motion: Hahn moved, seconded by Kieffer, to approve Minutes of the Meeting of June 27, 2016 as presented.

Discussion: Council felt the minutes were correct as presented.

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

The motion carried.

NEW BUSINESS

16C-0283– DISCUSSION AND POSSIBLE ACTION ON A CONTRACT FOR REPAIRING, CLEANING AND SEALING THE MASONRY ON TURNER HALL

Motion: Fach moved, seconded by Westemeier, to deny the bids and redid for the amount budgeted of \$9,900

Discussion: The new bids will be for a new scope of work that will not exceed the \$9,900 budget. Staff will designate the worst areas and bid those first.

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

The motion carried.

16C-0284– DISCUSSION AND POSSIBLE ACTION ON PURCHASE OF NEW TASERS FOR THE POLICE DEPARTMENT

Motion: Westemeier moved, seconded by Hahn, to approve the purchase of new tasers for the Police Department entering into a five-year contract with Taser International in the amount of \$2,800 per year for a total amount of \$14,129.96 for 9 tasers.

Discussion: The tasers are covered under warranty for five years.

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

The motion carried.

16C-0286– FIRST READING OF AN ORDINANCE REZONING THE GRACE EPISCOPAL CHURCH PROPERTY AT 309 HILL STREET FROM LOW DENSITY RESIDENTIAL TO PLANNED UNIT DEVELOPMENT WITH AN UNDERLYING DISTRICT OF LOW DENSITY RESIDENTIAL

Motion: Hahn moved, seconded by Kieffer, to approve the first reading of an ordinance rezoning the Grace Episcopal Church Property at 309 Hill Street from Low Density Residential to Planned Unit Development with an underlying district of Low Density Residential, 16C-0286.

Discussion: None.

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

The motion carried.

16C-0287– DISCUSSION AND POSSIBLE ACTION ON IDENTIFYING PROPERTIES THAT ARE CANDIDATES FOR ANNEXATION

Motion: Fach moved, seconded by Bernstein, to instruct staff to study and give a report on properties that would be candidates for forced annexation with three sides or more.

Discussion: Fach advised he is familiar with three properties hanging out there. There might be others out there that staff could identify. He feels it is time to get serious about bringing them into the fold.

Lincoln stated he doesn't support any kind of forced annexation.

Hahn noted this would simply be identifying properties that are candidates. In order to force annexation, it would have to be brought back for a vote.

Fach feels it is important for the governing body to know what is out there.

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

The motion carried.

16C-0288 – WARRANTS

Motion: Fach moved, seconded by Westemeier, to approve the Warrants as presented, 16C-0288.

Discussion: Bernstein questioned what the payments to the Illinois Environmental Protection Agency were for. Moran advised they were for operating fees for the sewage treatment plant and storm water fees.

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

ABSTAIN: Hahn, Kieffer

The motion carried.

16C-0289 – ALDERPERSONS’ COMMENTS

Ridge Street – Lincoln reported trees overhanging the sidewalk across from Galena Ridge Dry Cleaners.

Sidewalk – Lincoln reported the water box in the sidewalk in front of the old Rendezvous coffee shop is loose.

Pool – Lincoln stated he had the pleasure of spending Saturday afternoon at the pool. He thanked Janelle Keeffer and staff or the upkeep of the pool stating it is beautiful out there.

4th of July – Westemeier thanked the ARC for activities at Rec Park. They had a large crowd out there. The town was busy and the fireworks went well. Kieffer agreed.

Deer committee – Westemeier questioned what is happening with the Deer Committee. He feels they need to get working on this before fall. Kieffer agreed.

Landscaping – Bernstein stated the landscaping around City Hall looks nice.

City Hall - Fach noted the nice cool temperature in City Hall were being provided with solar power. He thanked Andy, Mark and everyone involved in the project.

16C-0290 – CITY ADMINISTRATOR’S REPORT

Deer Committee – The Deer Committee was prepared to meet last Thursday but had to postpone due to lack of a quorum. At that meeting they were hoping to approve the interim report that will be presented to the City Council. The report should be on one of the next two agendas.

Public Hearing – The Public Hearing for the Palace Campground will be on the next agenda. Back in 2002 there was a problem with the legal description that was never corrected and the owner never signed.

Street Paving – Bids are going out for the street paving.

Thank you – Moran thanked the Kiwanis for the 4th of July celebration along with the G.O.A.T.S. club of Galena. The Kiwanis did a lot of work and pulled off a really great event.

16C-0291 – MAYOR’S REPORT

Mayor Renner thanked the Kiwanis, Galena ARC and staff for their help in providing a great 4th of July celebration.

16C-0292 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

Regular Board Meeting

11 July 2016

The meeting adjourned at 7:14 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Beth Hyde". The signature is written in a cursive, flowing style.

Mary Beth Hyde, MMC
City Clerk

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: July 20, 2016

RE: Soldier's Monument Sidewalk Replacement

As previously reported, our staff has been working with the Galena Foundation to develop the master plan for Grant Park. We are in the process of obtaining bids for several maintenance projects, including the repair of the pavilion and pergola, the replacement of the concrete at the base of the soldier's monument, and tree pruning and removal. These are projects that the Galena Foundation has committed to fund.

Additionally, a contract is in place for the roofing of the gazebo. Work is expected to begin soon. Bids were released this week for the tree pruning and removal and will be presented to council the second meeting in August.

The Galena Foundation is ready to proceed with the replacement of the concrete sidewalk around the Soldier's Monument. Using the unit prices for sidewalk replacement that were bid earlier this summer and approved by the city council, the low bidder is Jackson Concrete. The projected cost of the project is \$10,270.

Our current budget does not include funds for this sidewalk project. A budget amendment will be needed to add the grant revenue from the Galena Foundation and an expense in the same amount.

Thank you for your consideration. Please let me know if you have any questions. Thank you.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Janelle Keeffer, Facilities Manager and Andy Lewis, City Engineer
Janelle *Andy Lewis*

DATE: July 20, 2016

RE: Turner Hall RFQ Bids | Interior Painting

As part of the ongoing improvements, requests for quotes were sent to three contractors for interior painting at Turner Hall. One quote was received:

White Construction, Inc.	\$18,000
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The proposed work involves completing repairs to plaster surfaces, painting upper walls and ceilings, lower walls, base, chair rail, picture rail and radiators, all as detailed on plans presented with the request for quotes.

The Galena Foundation has offered to pay for the above improvements. This project will proceed using the same policy as previous ones with the city paying for work outlined and then be reimbursed by The Galena Foundation.

We recommend the City Council approve the quote for \$18,000 from White Construction, Inc. to repair and paint the interior of Turner Hall.

Thank you.



311 N. Bench Street, Galena, IL 61036-1809

Chief of Police

Lori Huntington

(815) 777-2131

FAX (815) 777-4736

TO: Mayor Renner and City Alderpersons

FROM: Chief Lori Huntington

DATE: 7/20/16

RE: Speed sign

Please see the attached memo from Lt. Eric Hefel. He has done some extensive research on speed signs as requested by Alderman Fach. He has given his recommendation for the ATS -3 from All Traffic Solutions and I agree. The total amount for the speed sign is \$6,205. We have \$5000 in the budget for the speed sign, and we also received \$1000 from the Country Fair Grant. The remaining \$205 can be taken out of the miscellaneous grant revenue fund.

Thank you for your attention to this matter.



311 N. Bench Street, Galena, IL 61036-1809

Chief of Police

Lori Huntington

(815) 777-2131

FAX (815) 777-4736

To: Chief Lori Huntington
From: Lt. Eric Hefel
Date: 07/20/16
Subject: All Traffic Solution Speed Sign

As of July 18, 2016 I received an updated price quote from All Traffic Solutions. The price remained the same as it was in April of this year.

I have recently been researching numerous companies that produce speed signs, especially solar powered trailer models. During the course of this research All Traffic Solutions rose to the top of the list for many reasons. (See below) The model we have expressed interest in, ATS-3, is a mobile trailer that can be pulled behind a police vehicle and does not have to be lifted in the trunk of a vehicle or a truck box. It can be set up by one officer and has a low tongue weight. The ATS-3 is solar powered with a battery backup. The computer contained in the sign has the capability to record the speed of passing traffic and later this information can be downloaded to a computer. The result can be used to help determine where in the city of Galena, speeding has become an issue.

I have attached a copy of the operations manual for the ATS-3 along with a picture.

I would highly recommend purchasing our speed sign through All Traffic Solutions for the following reasons: They have a 1 year warranty, a representative from that company took the time to come to Galena and meet with members of the Police Department along with their reputation and recent sales to other Police Departments in this area. The cost of \$6,205.00 is very competitive and is worth it for the product we will receive.



All Traffic Solutions Inc.
 3100 Research Drive
 State College, PA 16801
 Phone: 814-237-9005
 Fax: 814-237-9006

QUOTE Q-22117

DATE/TIME: 7/18/2016 2:06 PM PAGE NO: 1

Tax ID: 81-2846535

Questions contact:
MANUFACTURER:
 All Traffic Solutions
 Mark Coupland

Independent Sales Rep:

A sign of the future.

BILL TO:
 City of Galena
 312 1/2 North Main Street
 Galena, IL 61036-2327

SHIP TO:
 City of Galena
 312 1/2 North Main Street
 Galena, IL 61036-2327

Attn: Eric Hefel

PAYMENT TERMS: Net 30 **CUSTOMER:** 202643 **CONTACT:** 815-777-3899

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000863	Shield 12B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TraffiCloud	1.00	\$2,195.00	\$2,195.00
4000925	Trailer, ATS-3 (select power separately)	1.00	\$2,300.00	\$2,300.00
4000637	Trailer Battery kit for ATS-3, 100Ah SLA battery with hold down, cables & hardware	1.00	\$300.00	\$300.00
4000975	Solar panel, 40W; includes bracket for ATS-3 trailer and harness	1.00	\$500.00	\$500.00
4000740	Trailer Certificate of Origin	1.00	\$0.00	\$0.00
4000754	USB cable, 16ft, extra long for trailer or pole	1.00	\$60.00	\$60.00
4900085	crate, ATS-3 trailer shipping crate	1.00	\$250.00	\$250.00
4000641	Shipping	1.00	\$600.00	\$600.00

Special Notes:	SALES AMOUNT:	\$6,205.00
SH12B (Radar range 600 feet) - mount plate with hardware – "YOUR SPEED" sign – Trailer mounted to ATS3 trailer with 40W Solar Panel - Charger unit - Shipping and Training – All Products – designed, engineered and manufactured in The USA (State College PA) – using American labor and components.	SHIPPING:	
	TOTAL:	\$6,205.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

Print Name, Title

Signature

Date

ATS-3 Trailer

The ATS-3 trailer can be outfitted with the ATS SpeedAlert 18 Radar Message Sign, the Shield 15 Radar Speed Display or the instALERT 18 Variable Message Sign. One person can easily move and set up the trailer. Power comes from batteries and solar charging. There is an onboard AC charger. The compact trailer is has a low tongue weight making one person deployment possible.



Ordinance #O-16-___

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

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

SECTION I: The official Zoning Map of the City of Galena shall hereby be amended to change the zoning on approximately 0.4 acres in Parcel: 22-100-561-00, Lots 7, 9, 11 and South Half of Lot 5, Block 3 of the Original City of Galena, Jo Daviess County, Illinois. Common Address: 107 South Prospect Street, Galena, IL 61036, from the Low Density Residential District to the Planned Unit Development District with an underlying district of Low Density Residential.

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 ___th day of _____, A.D. 20__, in open Council.

AYES:

NAYS:

ATTEST:

Terry Renner, Mayor

Mary Beth Hyde, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE RESCINDING ORDINANCES PERTAINING TO THE 2011 ANNEXATION OF
THE PALACE CAMPGROUND**

WHEREAS, in 2011, the Patrick and Kristine McCarthy, Owners of the Property known as the Palace Campground on U.S. Route 20, Galena, petitioned the City to annex and to rezone the Property from Limited Agricultural district to Planned Unit Development district with an underlying default district of Planned Commercial, and

WHEREAS, on July 13, 2011, after duly published notice, the Zoning Board of Appeals of the City conducted a public hearing on Owner's request for a rezoning from the Limited Agricultural district to the Planned Unit Development District with the underlying default district as Planned Commercial. Upon adjournment of the public hearing, the Zoning Board of Appeals of the City made recommendations regarding such items to the City Council of the City in the manner provided by law, and

WHEREAS, on August 8, 2011, after duly published notice, the City Council of the City conducted a public hearing on the Annexation Agreement in accordance with applicable law, and

WHEREAS, on August 22, 2011 the City Council of the City unanimously approved an ordinance authorizing the execution of the Annexation Agreement and an ordinance annexing the property and rezoning the property to Planned Unit Development district with an underlying default district of Planned Commercial, and

WHEREAS, following the 2011 approval by the City, the legal description for the Property was determined to be inaccurate. A corrected legal description was not produced and the Owners did not sign the annexation agreement. The property was not annexed, and

WHEREAS, in 2015, the Owners sold part of the Property. The remaining property was surveyed in May 2016 and determined to be 31.88 acres, and

WHEREAS, the Owners propose to enter into a new annexation agreement and annex the property. A public hearing for the annexation agreement is scheduled for July 23, 2016, and

WHEREAS, to avoid confusion, the City intend to rescind the 2011 annexation agreement and annexation ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the City Council hereby rescinds the action of August 22, 2011 to approve an ordinance authorizing the execution of an annexation agreement with Patrick and Kristine McCarthy, and

SECTION 2: That the City Council hereby rescinds the action of August 22, 2011 to approve an ordinance annexation of the Palace Campground, and

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

AYES:

NAYS:

**Terry Renner
Mayor**

ATTEST:

**Mary Beth Hyde
City Clerk**

Prepared by and Return to:

**Joseph Nack, City Attorney
City of Galena
101 Green Street
Galena, Illinois 61036**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
ANNEXATION AGREEMENT WITH PATRICK MCCARTHY AND KRISTINE MCCARTHY FOR
A 31.88 ACRE PARCEL
COMMONLY KNOWN AS THE PALACE CAMPGROUND**

WHEREAS, it is in the best interests of the City of Galena, Jo Daviess County, Illinois, that a certain annexation agreement with Patrick McCarthy and Kristine McCarthy, pertaining to the land described below and commonly known as the Palace Campground, be entered into; and

WHEREAS, a copy of such agreement is attached hereto and incorporated herein; and

WHEREAS, the legal owners of record of the property that is the subject of the annexation agreement are ready, willing and able to enter into that agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Compiled Statutes, as amended, 65 ILCS 5/11-15.1, for the execution of the annexation agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the property covered by the Annexation Agreement is described in EXHIBIT A, and

SECTION 2: That the Mayor be and is hereby authorized and directed to execute, and the City Clerk is directed to attest, a document known as "Annexation Agreement" (a copy of which is attached hereto and made a part hereof), and

SECTION 3: The invalidity of any section part, provision, term or phrase of this Ordinance shall not affect the validity of the remainder hereof, and

SECTION 4: All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency, and

SECTION 5: This Ordinance shall be in full force and effect from and after its passage; approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

AYES:

NAYS:

Terry Renner
Mayor

ATTEST:

Mary Beth Hyde
City Clerk

Prepared by and Return to:

Joseph Nack, City Attorney
City of Galena
312 ½ North Main Street
Galena, Illinois 61036

ANNEXATION AGREEMENT

THIS AGREEMENT is made on or as of the _____ day of _____, 2016, by and between the **CITY OF GALENA, an Illinois Municipal Corporation** (the “City”) and **Patrick McCarthy, Kristine McCarthy, or their grantees, heirs, successors or assigns**, (the “Owners”).

RECITALS

A. The Owners hold title to or have an interest in the Property hereinafter more particularly described in “Exhibit A.”

B. Section 11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality and further states that lack of contiguity to the municipality of the property that is the subject of an annexation agreement does not affect the validity of an agreement.

C. Section 11-15.1-2.1 of the Illinois Municipal Code provides that the property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances, control and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality’s corporate limits.

D. In 2011, the Owners petitioned the City to annex and to rezone the property from Limited Agricultural district to Planned Unit Development district with an underlying default district of Planned Commercial.

E. On July 13, 2011, after duly published notice, the Zoning Board of Appeals of the City conducted a public hearing on Owner's request for a rezoning from the Limited Agricultural district to the Planned Unit Development District with the underlying default district as Planned Commercial. Upon adjournment of the public hearing, the Zoning Board of Appeals of the City made recommendations regarding such items to the City Council of the City in the manner provided by law.

G. On August 8, 2011, after duly published notice, the City Council of the City conducted a public hearing on the Annexation Agreement in accordance with applicable law.

H. On August 22, 2011 the City Council of the City unanimously approved an ordinance authorizing the execution of the Annexation Agreement and an ordinance annexing the property and rezoning the property to Planned Unit Development district with an underlying default district of Planned Commercial.

I. Following the 2011 approval by the City, the legal description for the Property was determined to be inaccurate. A corrected legal description was not produced and the Owners did not sign the annexation agreement. The property was not annexed.

J. In 2015, the Owners sold part of the Property. The remaining property was surveyed in May 2016 and determined to be 31.88 acres as shown on Exhibit A, "Plat of Annexation".

K. The Owners and the City intend to rescind the 2011 annexation agreement and annexation ordinance and enter into this new Agreement.

L. Given the proximity to the City and the possible provision of City utilities to the Property, this development will have a far greater impact on the City than upon any other unit of local government having the authority to undertake regulation of those operations.

M. Performance by both the Owners and the City of their respective obligations under this Agreement is critical to the health, safety and welfare of the general public, and to the enjoyment and use of property located in the vicinity of the Property.

N. As part of this agreement, the Owners and the City seek to settle a long-standing dispute regarding damage to the Property incurred from storm water originating from a source(s) outside of the Property, with some of the sources being development approved by the City. An abatement of property taxes is proposed as a means of settling the dispute without the outlay of public funds. Under the authority of the Illinois Compiled Statutes (35 ILCS 200/18-184) the City intends to abate the City property taxes annually for the Property for a period not to exceed 20 years beginning on the effective date of this Agreement. The cumulative amount of taxes abated shall not exceed \$40,000, or extend more than 20 years, whichever comes first. Said abatement shall be valid for the current owners of the Property only and shall not be transferrable to any future owner of the Property. As part of this agreement, Owners will release and relieve the City from any liability associated with damage from storm water to their Property, whether said damage occurred prior to or after the execution of this Agreement.

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

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

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

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

ARTICLE II

DEFINITIONS

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

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

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

2.1.3 **“County”** means the County of Jo Daviess in the State of Illinois.

2.1.4 **“Owners”** means Patrick McCarthy, Kristine McCarthy, or their grantees, heirs, successors or assigns.

2.1.5 “**Property**” means the real property legally described on “Exhibit A” and consisting of 31.88 acres.

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

ARTICLE III

ANNEXATION AND ZONING OF THE PROPERTY

3.1 **Annexation of the Property.** Within thirty (30) days after the execution of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement. In particular and without limitation, the City shall pass and approve an ordinance annexing the Property to the City, and prepare and serve any notices as may be required for any township road district, fire protection district or library district, as appropriate. The City shall record as necessary the ordinance annexing the Property and record or file any other documents as may be necessary to effectuate the terms of this Agreement.

3.2 **Adoption of Ordinances Addressing Zoning Matters.** No later than thirty (30) days after the adoption of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the City to adopt an ordinance for the purpose of establishing the zoning of the Property and parts thereof, being Planned Unit Development District zoning with the underlying default district as Planned Commercial and in

accordance with the approved Planned Unit Development Plan attached hereto and made part hereof as “Exhibit B”.

3.3 **Use of the Property Prior to Annexation.** Until the City annexes the Property as provided in Section 3.3 of this Agreement, the City and Owners agree that the Property may be used in accordance with and consistent with the terms of this Agreement and with all ordinances of the City regarding such development in place at the time of the execution of this Agreement.

ARTICLE IV

ZONING

4.1 **Zoning.** The City shall enact such ordinances, adopt such resolutions and take such other actions as are necessary to zone the Property with a Planned Unit Development District zoning with the underlying default district as Planned Commercial and shall approve the Planned Unit Development Plan attached hereto and made part hereof as “Exhibit B”.

4.2 **Highway Corridor Overlay Compliance.** Prior to the issuance of any City building permit for new construction, the Owner shall comply with the provisions of the Highway Corridor Overlay District as found in Zoning Code Section 154.303 for those portions of the Property to which the Corridor District applies. According to Section 154.922, a Non-Administrative Highway 20 Development permit shall be required. As a condition to the issuance of a permit in said District by the City, Owner shall be required to submit plans and obtain approval or waiver from the City with respect to the following: (a) the location of each

proposed structure on the site, the number of stories and height thereof, gross floor area, and the location of entrances and exits to buildings; (b) the dimension and capacities of parking and loading areas, and the character and location of illumination facilities and landscaping for same shown on a dimensional drawing; and (c) the location and height of all walls, fences and screen plantings, landscaping and buffer areas. City approval or waiver of the aforesaid after review by the Zoning Board of Appeals and approval by the City Council shall not be unreasonably withheld.

4.3 **Screening.** Pursuant to Zoning Code Section 154.301 and Section 154.923, Owners shall be required to provide City with the proposed location and screening of all onsite facilities for refuse collection, loading areas, outdoor storage areas and HVAC or other utility equipment prior to the issuance of a building permit for the construction of any new such improvements on the Property.

4.4 **Site Plans.** Consistent with City of Galena Zoning Ordinance Section 154.914, site plans shall be submitted to the Zoning Administrator and shall be reviewed and, if in compliance with City ordinances and this Agreement, approved by the City pursuant to the provisions found in Zoning Code Section 154.134 of the Galena Zoning Ordinance.

4.5 **Materials to be Used.** All new buildings shall be erected on the Property using a façade of brick, stone, brick veneer, stucco, wood or other similar materials, all subject to approval by the City.

4.6 **Permits.** Prior to commencing construction of any buildings, Owners shall at their sole cost and expense acquire any and all licenses or permits which may be required by

applicable local ordinances of the City, as well as may be required by all county, state or federal statutes or regulations.

ARTICLE V

CODES AND ORDINANCES; FEES

5.1 Except where specifically limited or reserved by this Agreement, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, by the City of Galena Code of Ordinances, the City of Galena Zoning Ordinance, the City of Galena Storm Water Detention Ordinance, and the City of Galena Subdivision Ordinance, or any other City code, ordinance or regulation, the terms, provisions and standards of this Agreement shall control and govern during the term of this Agreement. Notwithstanding the foregoing, if any City code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon the Owners with respect to the development of the Property, than is the case under the existing law, then at the option of the Owners, such less restrictive amendment or interpretation shall control during the term of this Agreement.

5.2 No fee or charge of any description shall be imposed upon the Owner or upon the development and use of the Property, unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all Owners, users and developers of property within the City.

5.3 The Owners shall be issued, in accordance with Chapter 115 of the Galena Code of Ordinances, a Trailer Camp License by the City on an annual basis and at no cost provided the Owner maintains a valid campground license issued by the Illinois Department of Public Health.

5.4 Campfires shall be permitted at each camp site on the Property in accordance with the rules of the campground.

ARTICLE VI

SANITARY SEWER SERVICE

6.1 The City represents and warrants that it owns, operates and maintains a sanitary sewage collection, treatment and disposal system within its borders and contiguous to or abutting the Property. The campground facilities shall be permitted to continue to utilize private septic systems subject to the provisions of this paragraph. Any building or facility on the property that is required by the building code to have sanitary sewer facilities shall be connected to the public sewer system when the current septic system is no longer suitable to serve that building or facility or when the septic systems cannot be maintained or expanded in accordance with applicable rule or law. Once a building or facility is connected to the public sewer system, it shall not be permitted to utilize septic treatment or other alternative treatment or containment systems. At such time that a connection to the public sewer is requested by the Owners, the Owners shall provide, at the sole cost and expense of the Owners, a study by a professional engineer, approved by the City prior to the commencement of work to perform the study, which clearly demonstrates the capacity of the existing sanitary system to serve the expected needs of Owners, including all necessary lift stations and back-up

power supplies. Said study shall also identify and design requirements for the installation of all connecting mains, etc. to the existing City sewer system and any required system of mains within the Property for a fully functioning system to serve the sanitation sewer needs of the Property as developed. Any necessary upgrades of the system identified by said engineering study, including any infrastructure to be located outside of the Property, and including but not limited to, pipes, valves, lift stations, pumps, treatment facilities, SCADA, etc., shall be completed at the sole cost and expense of Owners prior to the City authorizing the Owners to connect to the system. Prior to the issuance of any construction or other permits related to any development of the Property, an Illinois Environmental Protection Agency permit must be obtained at the sole cost and expense of the Owners. The City does not warrant, guarantee or agree that the sanitary sewer system owned and operated by the City has sufficient capacity or functionality to serve the Property or any development thereof. Furthermore, the City shall not reserve any sewerage capacity for the Property until such time that the City issues construction permits for the construction of the sanitary sewer system for the Property in accordance with this paragraph.

6.2 Subject to the limitations set forth herein, the Owners shall have the right to connect to and use such sanitary sewer system and mains. Prior to the issuance of any building permits, Owners shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

6.3 The Owners shall be responsible for obtaining any and all permissions, easements, or property necessary to install the sanitary sewer system needed to serve the Property. The City does not guarantee sufficient public right-of-way or public property to install

sanitary sewer service outside of the Property. Any and all costs incurred by the City in assisting Owners in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owners prior to authorization to connect either to the existing sewer system or any extension or expansion thereof accomplished by Owners or the City pursuant to the terms of this Agreement. City shall without cost to the City and to the extent reasonably possible, assist Owners/Developers in procuring easements or acquiring property interests necessary to extend the sanitary sewer from its current terminus to the boundary of the Property in order to effect the provision of sanitary service to the Property. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer.

6.4 Owners acknowledge and agree that should a new sanitary lift station(s) be required to serve the Property, a generator sufficient to provide the back-up power necessary to assure ongoing operation of the lift station and sewer system used to serve the Property shall be provided at the sole cost and expense of Owners. In addition, Owners acknowledge and agree that a SCADA system interface must be provided with the lift station at the sole cost and expense of the Owners.

ARTICLE VII

POTABLE WATER SERVICE

7.1 The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders and contiguous to (separated by US Route 20) the Property. The campground facilities shall be permitted to continue to utilize private wells subject to the provisions of this paragraph. Any building or facility on the Property that is required by the building code to have potable water service shall be connected to the City of Galena public water system when the current private well is no longer suitable to serve that building or facility or when the well cannot be maintained or improved in accordance with applicable rule or law. Once a building or facility is connected to the public water system, it shall not be permitted to utilize a well for its potable water supply. Owners shall provide, at the sole cost and expense of Owners, a study by a professional engineer, approved by the City prior to the commencement of work to perform the study, which clearly demonstrates the capacity and pressure of the existing potable water system to serve the expected needs of Owners, including all booster pumps, wells and storage. Said study shall also identify and design requirements for the installation of all connecting mains, etc. to the existing City potable water system and any required system of mains within the Property for a fully functioning system to serve the potable water needs of the Property as developed. Any necessary upgrades of the system identified by said engineering study, including any infrastructure to be located outside of the Property, and including but not limited to any pipes, valves, hydrants, pressure stations, towers, public wells, SCADA, etc., shall be completed at the sole cost and expense of the Owners prior to the City authorizing the Owners to connect to the system. Prior to the issuance

of any construction or other permits related to the use or development of the Property, an Illinois Environmental Protection Agency permit must be obtained at the sole cost and expense of the Owners. The City does not warrant, guarantee or agree that the potable water system owned and operated by the City has sufficient capacity or functionality to serve the Property, the current uses, or any development thereof. Furthermore, the City shall not reserve any potable water capacity for the Property until such time that the City issues construction permits for the construction of the water sewer system for the Property in accordance with this paragraph.

7.2 Subject to the limitations set forth herein, the Owners shall have the right to connect to and use such potable water supply system. Prior to the issuance of any building permits, Owners shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

7.3 The Owners shall be responsible for obtaining any and all permissions, easements, or property necessary to install the potable water system needed to serve the Property. The City does not guarantee sufficient public right-of-way or public property to install water service outside of the Property. Any and all costs incurred by the City in assisting Owners in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owners prior to authorization to connect either to the existing potable water system or any extension or expansion thereof accomplished by Owners or the City pursuant to the terms of this Agreement. Such action to complete such extension of the

potable water main or mains shall be taken no later than the date water service is required for occupancy of the improvements to be serviced by said water main extension. City shall, without cost to the City and to the extent reasonably possible, assist Owners in procuring easements or acquiring property interests necessary to extend the potable water from its current terminus to the boundary of the Property in order to effect the provision of potable water service to the Property. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer. Water within the Property shall be extended only with Illinois Environmental Protection Agency approval and only pursuant to permits from the City.

ARTICLE XIII

STORM DRAINAGE

8.1 In the event new buildings are constructed on the Property, Owners shall be responsible for providing all necessary storm sewers, detention systems and compensatory storage in compliance with the City of Galena Storm Water Detention Ordinance as amended, the existing City of Galena Flood Plain Ordinance and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement.

ARTICLE IX

OTHER REQUIREMENTS REGARDING INFRASTRUCTURE

9.1 All public infrastructure including, but not limited to, sanitary sewer system, potable water system, storm drainage system and streets shall be installed on the Property consistent with all City ordinances, specifications, rules, regulations and the terms of this Agreement and same shall be subject to inspection and testing by appropriate officials of the City prior to the required dedication to and acceptance of same by the City. All costs and expenses of such testing and inspections to facilitate City approval and acceptance thereof shall be paid by Owners.

9.2 Prior to taking any action with regard to installation of any such public infrastructure systems, Owners shall provide at least twenty-four (24) hour advance notice to the City that such work is about to commence. Failure to provide such notice prior to the beginning of any such work shall be a breach of this Agreement and shall subject the Owners to possible stop work order(s) of a temporary or permanent nature as the City may determine to be appropriate under the circumstance.

9.3 Owners acknowledge and agree that no public infrastructure shall be approved or accepted by the City nor will any building permits be issued without the delivery to the City by Owners of "As Built" plans and/or drawings of all such public infrastructure installations in both paper and electronic form compatible with the Jo Daviess County Geographic Information System (GIS) or any similar system used by Jo Daviess County at the time of submission of same.

9.5 Prior to acceptance of any dedication of any public infrastructure by the City, Owners shall provide to the City copies of all recorded easements needed for such public infrastructure. Owners agree that all such easements shall not be created nor recorded without prior City Attorney acceptance and approval of the language, terms and descriptions set forth therein. All such easements shall reference that maintenance and repairs of said public infrastructure shall be completed by Owners prior to acceptance of same by the City under the terms of this Agreement.

9.6 Owners shall warrant all infrastructure accepted by the City for a period of one year commencing on the date of acceptance of the infrastructure by ordinance. During the warranty period, Owners shall be responsible for all repairs necessary to maintain the public infrastructure free from defects or damage and in the same condition as at the date of acceptance.

ARTICLE X

BUILDING PERMITS

10.1 It is agreed that the City will not issue building permits for any redevelopment of the subject area unless and until City staff has completed all approvals as set forth above as well as approval of the site plan consistent with zoning of the Property and the requirements as imposed upon Owners pursuant to this Agreement and any amendment thereto. Such plan or plans shall conform to the requirements of the Galena Zoning Ordinance and the municipal codes applicable at the date of this Agreement. Such plan or plans, when submitted, shall be promptly considered by City staff and, if necessary, by the Galena Zoning Board of Appeals, the

Zoning Administrator and/or the City Council, as the case may be. Owner/Developers shall pay all building permit fees required of properties located within the municipal limits at the time of application therefore.

ARTICLE XI

TAX ABATEMENT

11.1 Under the authority of the Illinois Compiled Statutes (35 ILCS 200/18-184) the City shall annually abate the property taxes levied by the City for the Property for a period not to exceed 20 years beginning on the effective date of this Agreement. The cumulative amount of taxes abated shall not exceed \$40,000, or extend more than 20 years, whichever comes first. Said abatement shall be valid for the current owners of the Property only and shall not be transferrable to any future owner of the Property. This abatement is made in consideration of Paragraph N of the Recitals of this Agreement.

11.2 Owners hereby release and relieve the City from any liability associated with damage incurred on the Property from storm water prior to the date of this agreement or subsequent to the date of this agreement from any source outside the Property. This release is made in consideration of Paragraph N of the Recitals of this Agreement.

ARTICLE XII

TERM

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

ARTICLE XIII

PERFORMANCE BOND

13.1 A bond shall be required prior to the issuance of any permits for the construction of infrastructure intended to be dedicated to the City upon completion. To assure performance and completion of the terms and conditions of this Agreement and all construction and other commitments made by Owners under the terms of this agreement, Owners shall provide to the City a Performance Bond either in cash or through a bank or an insurance carrier acceptable to the City in an amount to be determined by City to cover 100 percent of the cost of installing all public infrastructure. Said bond shall be in the name of the City, due within sixty (60) days of approval of the Final Planned Unit Development Plan, and shall authorize the City to use said funds if Owner were to fail to perform under the terms of this Agreement. Failure to perform shall be identified as follows:

1. The infrastructure is incomplete or deficient as required under this Agreement and the various applicable ordinances of the City; and
2. The work on any permitted phase of said infrastructure has ceased for more than twelve (12) months or the work on any permitted phase of infrastructure is incomplete twenty-four (24) months after the date the permit(s) was issued for said construction, and
3. The City has provided sixty (60) days written notice to Owners of the existence of such stoppage or deficiencies, or
4. The Owner is unable or unwilling to complete the public infrastructure to satisfy City requirements or has failed to otherwise comply with the terms of this Agreement.

The City shall be authorized to collect and use said bond proceeds, at the sole discretion of the City, acting in good faith, unless Owners/Developers obtain an Order of a court of competent jurisdiction stopping such use. The language of and the provider of any such bond shall be agreed by the parties prior to the issuance of any construction permits by the City.

ARTICLE XIV

GENERAL PROVISIONS

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

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

14.2 **Enforcement.** The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys fees and costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such party as determined by the Court.

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

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

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

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

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

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

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

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

To the City: City of Galena
Attention: City Administrator
101 Green Street, PO Box 310
Galena, IL 61036

with a copy to: City Attorney
101 Green Street, PO Box 310
Galena, IL 61036

To Owners: Patrick and Kristine McCarthy
9521 West Buckhill Road
Galena, IL 61036

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

14.11 **Mutual Assistance.** Subject to provisions of this Agreement requiring payment for or reimbursement to the City for costs by Owners, the City and Owners shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and Owners compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms. This process shall proceed in a manner where there shall be no costs to the City.

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STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **PATRICK MCCARTHY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
)ss.
JO DAVIESS COUNTY)

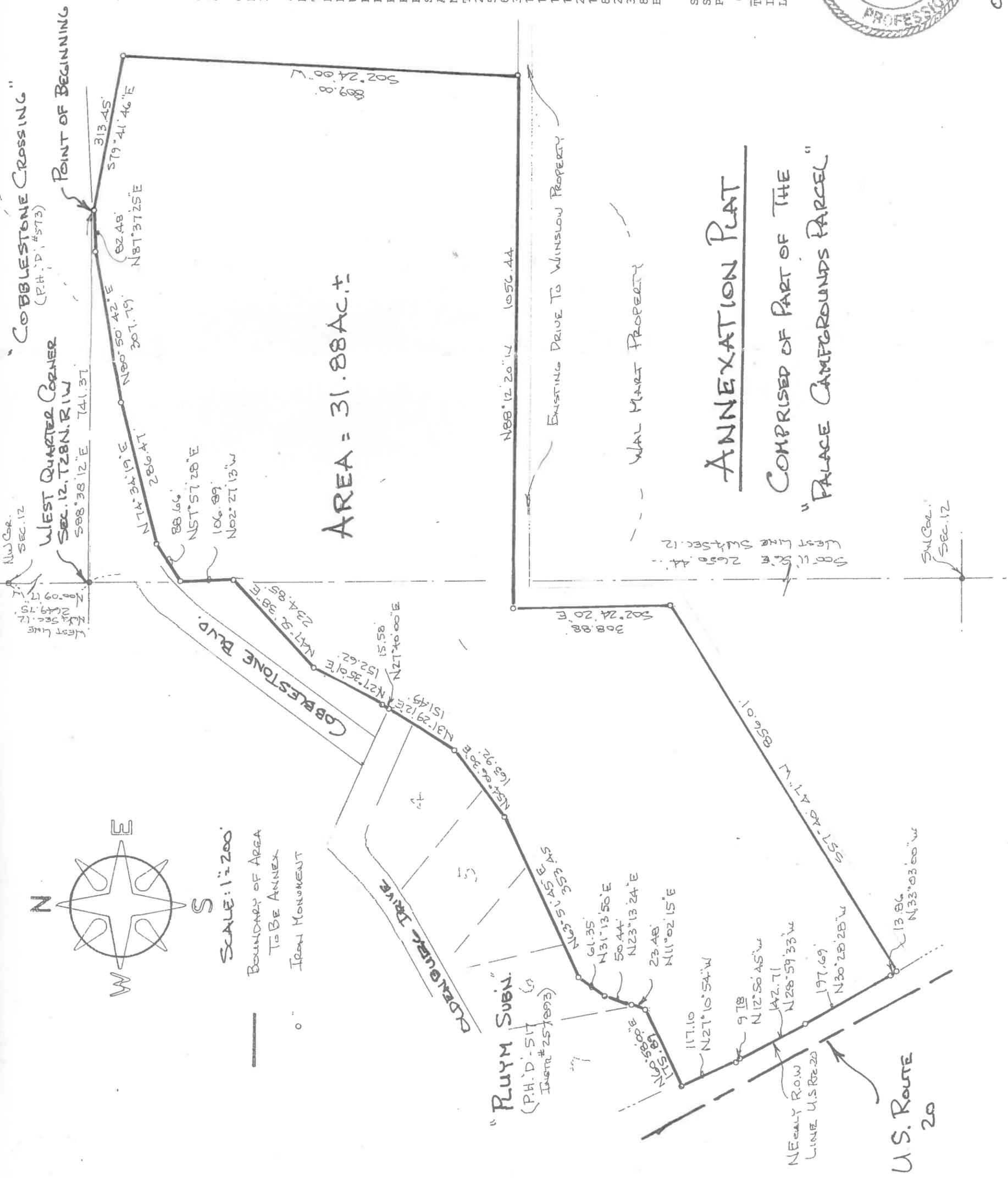
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **KRISTINE MCCARTHY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

PREPARED BY AND RETURN TO:

Joseph Nack
City Attorney
City of Galena
101 Green Street, PO Box 310
Galena, IL 61036
815-777-1050



PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 12 AND THE EAST 1/2 OF SECTION 11, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, RAWLINS TOWNSHIP, JO DAVIESS COUNTY, ILLINOIS, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, JO DAVIESS COUNTY, ILLINOIS; THENCE S88°38'12"E, 741.37 FEET TO A POINT ON THE BOUNDARY OF THE PALACE CAMPGROUNDS PARCEL RECORDED IN PLAN HOLD 'D' OF PLATS, NO. 422, AT THE JO DAVIESS COUNTY RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF SAID PARCEL;

THENCE S79°41'46"E, 313.45 FEET; THENCE S02°24'00"W, 809.00 FEET TO A POINT ON SAID CAMPGROUNDS BOUNDARY; THENCE N88°12'20"W, 1056.44 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE S02°24'20"E, 308.88 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE S57°40'47"W, 856.01 FEET ON SAID CAMPGROUNDS BOUNDARY TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF U.S. ROUTE 20; THENCE N33°03'00"W, 13.86 FEET ALONG SAID RIGHT OF WAY; THENCE N30°28'28"W, 197.69 FEET ALONG SAID RIGHT OF WAY; THENCE N28°59'33"W, 142.71 FEET ALONG SAID RIGHT OF WAY; THENCE N12°50'45"W, 9.78 FEET ALONG SAID RIGHT OF WAY; THENCE N27°10'54"W, 117.10 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE BOUNDARY OF "PLUYM SUBDIVISION" RECORDED IN PLAN HOLD 'D' OF PLATS, NO. 517 AT THE JO DAVIESS COUNTY RECORDER'S OFFICE; THENCE N60°57'00"E, 175.89 FEET ON SAID BOUNDARY TO A POINT ON THE PALACE CAMPGROUNDS BOUNDARY; THENCE N11°02'15"E, 23.48 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N23°13'24"E, 50.44 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N31°13'50"E, 61.35 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N63°51'45"E, 353.45 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N54°06'30"E, 163.92 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N31°29'12"E, 151.49 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N27°40'00"E, 15.58 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N27°35'01"E, 152.62 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N47°56'38"E, 234.85 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N02°27'13"W, 106.89 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N57°57'28"E, 88.66 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N74°34'19"E, 286.47 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N80°50'42"E, 307.79 FEET ON SAID CAMPGROUNDS BOUNDARY; THENCE N87°37'25"E, 82.48 FEET ON SAID CAMPGROUNDS BOUNDARY TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 31.88 ACRES, MORE OR LESS.

I, TERENCE H. LEIFKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE FOR A BOUNDARY SURVEY.

Terence H. Leifker

TERENCE H. LEIFKER
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-2423
LICENSE RENEWAL DATE: 11/30/2016



05/25/2016

ANNEXATION PLAT "PALACE CAMPGROUNDS"
LOCATED IN PART OF WEST 1/2 OF SEC. 12, EAST 1/2 OF SEC. 11, T28N, R1W OF 4TH P.M.

Galena Survey Consultants Professional Land Surveyors
1500 S. Broadway, Galena, IL 60136 815-777-9848

SCALE: 1" = 200'

DATE: 05/25/2016

PROJECT: 16-310-46

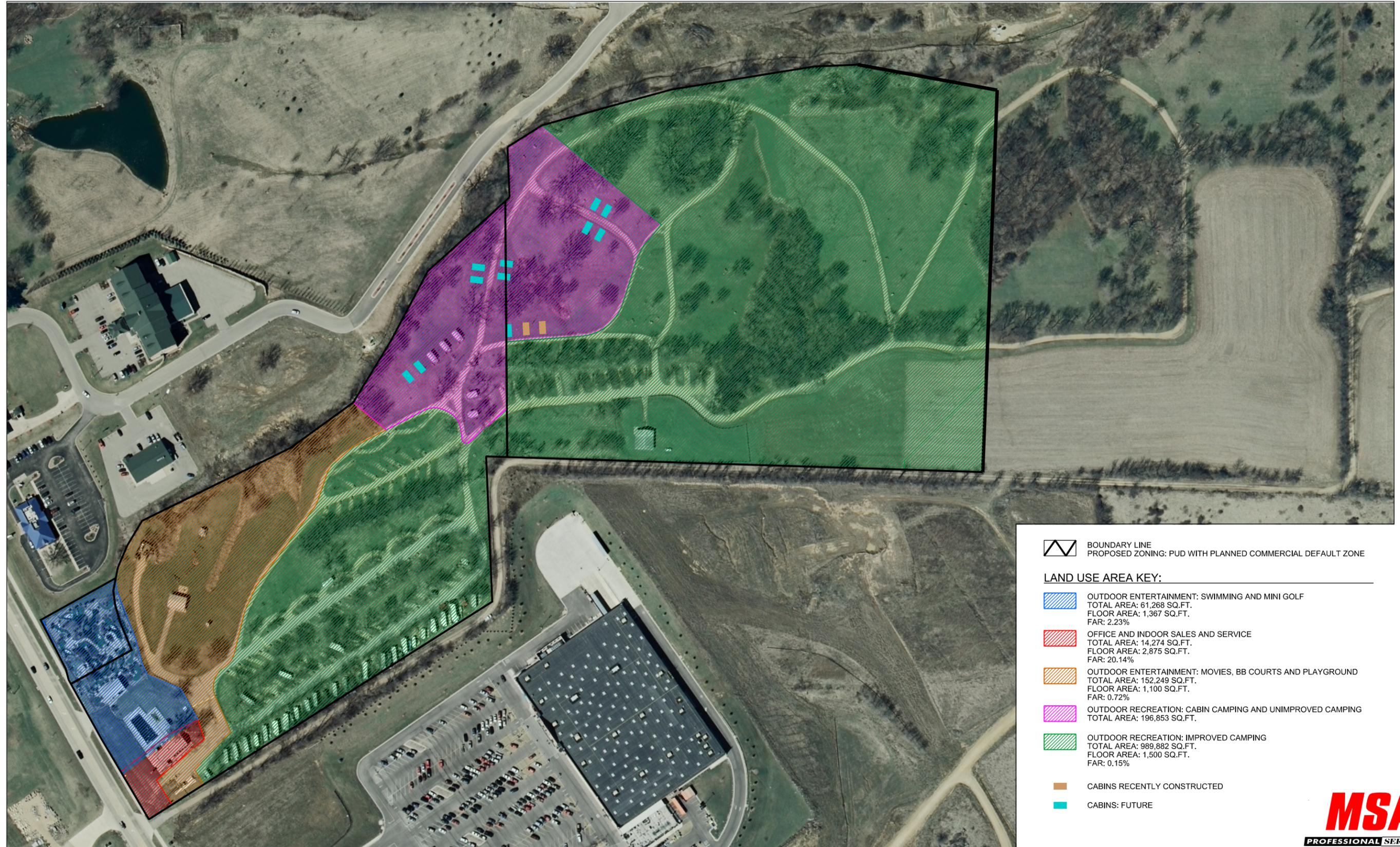
DRAWN BY: T.L.L.

CHECKED BY: T.L.L.

FILE NO.

EXHIBIT 5

Proposed Land Use Areas



 BOUNDARY LINE
PROPOSED ZONING: PUD WITH PLANNED COMMERCIAL DEFAULT ZONE

LAND USE AREA KEY:

-  OUTDOOR ENTERTAINMENT: SWIMMING AND MINI GOLF
TOTAL AREA: 61,268 SQ.FT.
FLOOR AREA: 1,367 SQ.FT.
FAR: 2.23%
-  OFFICE AND INDOOR SALES AND SERVICE
TOTAL AREA: 14,274 SQ.FT.
FLOOR AREA: 2,875 SQ.FT.
FAR: 20.14%
-  OUTDOOR ENTERTAINMENT: MOVIES, BB COURTS AND PLAYGROUND
TOTAL AREA: 152,249 SQ.FT.
FLOOR AREA: 1,100 SQ.FT.
FAR: 0.72%
-  OUTDOOR RECREATION: CABIN CAMPING AND UNIMPROVED CAMPING
TOTAL AREA: 196,853 SQ.FT.
-  OUTDOOR RECREATION: IMPROVED CAMPING
TOTAL AREA: 989,882 SQ.FT.
FLOOR AREA: 1,500 SQ.FT.
FAR: 0.15%
-  CABINS RECENTLY CONSTRUCTED
-  CABINS: FUTURE



ORDINANCE NO. _____

ORDINANCE ANNEXING 31.88 ACRES OF TERRITORY ON US HIGHWAY 20 ON THE WEST SIDE OF THE GALENA RIVER IN RAWLINS TOWNSHIP COMMONLY KNOWN AS THE PALACE CAMPGROUND

WHEREAS, a written petition signed by Patrick McCarthy and Kristine McCarthy, the owners of land within the territory hereinafter described, has been filed with the City Clerk of the City of Galena, Jo Daviess County, Illinois, requesting that said territory be annexed to the City of Galena; 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, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; 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, the legal owner of record of said territory and the City of Galena have entered into a valid and binding Annexation Agreement (placed on record with the Recorder of Deeds, Jo Daviess County) relating to such territory; and

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of said Annexation Agreement and with the statutes of the State of Illinois, specifically Illinois Compiled Statutes, 65 ILCS 5/7-1-8; 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 following described territory (marked as 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.

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 _____ day of August, A.D., 2016.

AYES:

NAYS:

Mayor, Terry Renner

ATTEST:

City Clerk, Mary Beth Hyde

Prepared by and return to:

**Joseph Nack, City Attorney
City of Galena
101 Green Street
Galena, Illinois 61036**

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

The motion carried.

**Main
Motion**

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

The motion carried.

16C-0240 – DISCUSSION AND POSSIBLE ACTION ON A REQUEST BY THE GALENA HISTORICAL SOCIETY AND MUSEUM TO CONDUCT THE FIRST ANNUAL ‘HEROES FOR HISTORY’ STAIR RUN/WALK ON SEPTEMBER 10, 2016

Motion: Hahn moved, seconded by Kieffer, to approve the request by the Galena Historical Society and Museum to conduct the first annual “Heroes for History” stair run/walk on September 10, 2016 with the exclusion of the use of City Hall and the street closures to be worked out with Chief Huntington to determine what works best.

Discussion: Hahn advised we have runs/walks all over town. They typically put up a tent and do their signup there. He recommended putting a tent in the City Hall parking lot and doing the registration from there. He was opposed to the use of City Hall. Council members agreed.

Renner voiced concern with closing Bench and Prospect Streets on a Saturday. Council recommended they sit down with Chief Huntington and work with her on the street closures and what works best.

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

The motion carried.

NEW BUSINESS

16C-0263 – PRESENTATION BY THE RICHARD PETERSON EMERGENCY MEDICAL TECHNICIAN ENDOWMENT SCHOLARSHIP FUND

Pete Stryker gave a presentation with regard to the Richard Peterson Emergency Medical Technician Endowment Scholarship Fund and urged all to make people aware of the availability of this scholarship.

16C-0264– DISCUSSION AND POSSIBLE ACTION ON A REQUEST BY GRACE EPISCOPAL CHURCH TO REZONE TO PLANNED UNIT DEVELOPMENT WITH AN UNDERLYING DEFAULT DISTRICT OF LOW DENSITY RESIDENTIAL

Motion: Hahn moved, seconded by Kieffer, to approve the request by Grace Episcopal Church to rezone to Planned Unit Development with an underlying default district of Low Density Residential with the following requirements:

- An appropriate geotechnical study of the site provided to the City.
- Geotechnical engineer on an “as need basis” during all construction work.
- A certified elevation survey.
- Insurance to cover the project.
- Geotechnical report to be available to Eric Lieberman and the public within 72 hours of completion. Such notice to be posted at City Hall.

Discussion: Council discussed and were in favor provided all of the requirements are met.

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

The motion carried.

16C-0265– DISCUSSION AND POSSIBLE ACTION ON A CONTRACT FOR DOWNTOWN SIDEWALK REPLACEMENT

The following bids were received:

Ref. #	Contractor	Base Bid	Alternate Bid
1	Louie's Trenching Service	\$ 87,250	\$35,310
2	Civil Constructors	\$196,305	\$54,010

Motion: Kieffer moved, seconded by Fach, to approve the contract for downtown sidewalk replacement with Louie's Trenching in the amount of \$122,560.

Discussion: Fach was glad to see that the bricks aren't going to be disturbed at this time.

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

The motion carried.

16C-0266– FIRST READING OF AN ORDINANCE REGULATING WAGES OF LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN PUBLIC WORKS PROJECTS FOR THE CITY OF GALENA, ILLINOIS (PREVAILING WAGE ORDINANCE)

Motion: Fach moved, seconded by Bernstein, to approve the first reading and waive the second reading of an Ordinance Regulating Wages of Laborers, Mechanics and Other Workers Employed in Public Works Projects for the City of Galena, Illinois.

Discussion: None.

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

The motion carried.

16C-0267– RECONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 110.39 "STREET PERFORMERS" OF THE GALENA CODE OF ORDINANCES

No motion was presented.

16C-0268 – WARRANTS

Motion: Fach moved, seconded by Hahn, to approve the Warrants as presented, 16C-0268.

Discussion: None.

DESTINATION MARKETING SERVICES AGREEMENT

On this [Proposed Date], 2016, the undersigned, Jo Daviess County, Illinois, hereinafter referenced as “County,” and City of Galena, Illinois, hereinafter referenced as “City,” and Greater Galena Marketing Inc., to be dba Galena/Jo Daviess Office of Tourism, an Illinois not-for-profit Corporation, hereinafter referenced as “Corporation,” hereby, for their AGREEMENT, state as follows:

WHEREAS, County is currently collecting Hotel Operators’ Occupation Tax (“Hotel/Motel Tax”) within County except within the City of Galena pursuant to Illinois law at 55 ILCS 5/5- 1030, for the purpose of promotion of tourism in Jo Daviess County, Illinois and the surrounding area consistent with the statutorily provided requirement that the funds be spent to promote tourism and conventions within that county or otherwise to attract nonresident overnight visitors to the area and;

WHEREAS, City is currently collecting Hotel Operators’ Occupation Tax (“Hotel/Motel Tax”) pursuant to Illinois law at 65 ILCS 5/8-3-14, for the purpose of promotion of tourism in the City of Galena, Illinois and the surrounding area consistent with the statutorily provided requirement that the funds be spent to promote tourism and conventions within that municipality or otherwise to attract nonresident overnight visitors to the area and;

WHEREAS, County and City can best accomplish the purpose designated by said statutes most effectively by contracting with an outside organization to do so; and

WHEREAS, Corporation is an organization whose mission is:

- A.) To implement the best and most productive program possible for the expenditure of Hotel/Motel Tax funds collected by County and City for the purposes of promoting tourism within the City of Galena and Jo Daviess County;
- B.) To provide appropriate marketing, trade and other publications, a Web site and other electronic means of communication with the public to facilitate growth of the tourism industry in Jo Daviess County, Illinois and the City of Galena;
- C.) To work as a countywide organization for the purpose of improving demand for all segments of the tourism industry while assuring that the activities of the Corporation are not directed to the benefit of any private individual or entity other than the overall benefit of the tourism industry in County and the surrounding area;
- D.) To review, identify and implement marketing plans, programs and projects that encourage tourism in and overnight visitors to the County and the City of Galena;
- E.) To perform any additional functions and activities as might, from time to time, arise

that promote tourism and overnight visitors to the County and the City of Galena; and

WHEREAS, Corporation is prepared to provide resources, facilities and personnel with the specialized skills to conduct tourism and convention marketing programs to attract and serve visitors of all types; and

WHEREAS, it is in the best interests of the people of County and the City of Galena and the tourism industry of County and surrounding area to complete this AGREEMENT for the appropriate use and expenditure of said Hotel/Motel Tax funds.

THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1.) County and City hereby engage Corporation to promote tourism for and in County and surrounding area by committing to deliver Hotel/Motel Tax funds for the promotion of tourism in Jo Daviess County, Illinois and the City of Galena consistent with the statutorily provided requirements for municipalities and counties.

2.) Corporation accepts said engagement and agrees to satisfy and fulfill the above listed purposes to assure compliance with the requirements of said statutes.

3.) This Agreement shall be construed as two separate agreements, one between the County and the Corporation, and one between the City and the Corporation. No rights or obligations shall exist between the City and the County under this Agreement. This Agreement may be terminated in accordance with the terms and provisions herein with respect to the City or the County without affecting the enforceability of this Agreement with respect to the remaining two parties.

4.) It is the intention of all the parties to this Agreement to merge all destination marketing activities currently engaged in by the County and the City, either directly or indirectly, into the Corporation. To this end, the County and City shall take the necessary steps to transfer to the CORPORATION State DMO Certification, relevant financial and capital assets, which may include cash, bank accounts, accounts receivable, accounts payable, loans, computers, office furniture and equipment. The Corporation shall use reasonable efforts to employ all personnel currently employed, either directly or indirectly, by the County and the City for tourism marketing purposes with the exception of Director/CEO level positions. Tourist information centers, websites and other marketing programs currently used by the County and the City shall be controlled by the Corporation, and may be terminated, expanded or left the same, all at the Corporation's discretion.

5.) County and City Funding and Reporting.

a) County and City agree to pay monthly to Corporation all said Hotel/Motel Tax

revenues collected after retaining amounts, if any, necessary to recover actual costs of collecting and disbursing Hotel/Motel Taxes, such collection fee not to exceed \$1,500 per month.

- b) County and City shall pay said Hotel/Motel Tax collected the previous month to Corporation on or before the third Friday of the each month, commencing the effective date of this Agreement.
- c) County and City agree to prepare and deliver to Corporation by the third Friday of each month a report listing the Hotel/Motel Tax payments collected from each lodging business registered with the County and City for the preceding month and any registered lodging business delinquent in payment of said tax due the preceding month.

6.) Corporation Accounting and Reporting.

- a) Annually. At least 30 days prior to each FY, the CORPORATION shall provide to the County and the City...
 - i. A projected income statement (or budget) with comparison to the preceding two FYs, if available.
 - ii. A balance sheet and supporting schedules if needed for clarity.
 - iii. A resolution of the CORPORATION board approving the above financial statements.
- b) Monthly. The CORPORATION shall provide to the County and the City a copy of the monthly financial reports provided to the CORPORATION Board of Directors, such reports to include the income and expenditures of the CORPORATION for the preceding month.
- c) Review of Financial Reports. The CORPORATION shall answer any reasonable inquiry or request for additional information made by either the County or the City within 30 days of such a request, provided such request is in writing and dated.
- d) Annual Audit. The CORPORATION shall provide a copy of any independent compilation, review or audit of the CORPORATION's financial information to the County and City within 30 days after the CORPORATION has received the results of such independent examination.
- e) Inspection or Special Audit. Upon 10 days advance notice, the City and the County have the right to inspect the books and records of the CORPORATION and/or hire an independent accounting firm to do the same.
- f) Working Capital and Reserves. The CORPORATION shall attempt to maintain available working capital equal to at least 25% of its annual budgeted operating expenses by setting aside a small portion of its monthly income until such goal is achieved.
- g) GAAP. The CORPORATION agrees to maintain records and create reports in

accordance with Generally Accepted Accounting Principles.

- h) Fiscal Year. The CORPORATION shall establish a July 1 – June 30 Fiscal Year to coincide with the State of Illinois Fiscal Year.
- i) The CORPORATION shall submit the CORPORATION Board meeting minutes, occupancy rates, visitor center activity and website traffic for each month to the County and the City within 30 days following the end of the applicable month.
- j) The CORPORATION shall send a representative to report in person to the City Council and the County Board in April, August and December of each year regarding its year-to-date results and planned activities in the future.

7.) Term and Termination.

- a) The term of this AGREEMENT shall be for a period of 3 years from the 1st day of July, 2016, and shall automatically renew for successive one year terms thereafter until either party provides the other party with one year advance notice of termination of this Agreement.
- b) Termination for Cause.
 - i. The Agreement may be immediately terminated by any Party to this Agreement if another Party files for bankruptcy, becomes insolvent, or violates any of the following critical terms of the Agreement.
 - ii. The Agreement may be terminated immediately by the County or the City in the event that a material amount of hotel/motel tax delivered to the CORPORATION by the County or the City is used for purposes other than as specified by the applicable statutes.
 - iii. The Agreement may be terminated by any Party if the other Party violates any other term or condition of the Agreement and such term or condition is not cured within 30 days after written notice specifying such violation.

8.) The CORPORATION Services Agreement may be amended only upon mutual written agreement of the Parties.

9.) The Corporation shall perform the operational and administrative functions relating to the promotion of tourism in the County and the City including, but not limited to, the following:

- a.) To plan and develop marketing policies, plans and programs for the promotion of tourism in County and the City; and
- b.) To provide the personnel necessary to implement the goals of the Corporation; and
- c.) To undertake regular surveys, including visitor conversion surveys, to ascertain and

monitor visitor preferences and trends; and

e.) To maximize collaborative efforts with other destination marketing entities and business organizations in surrounding communities; and

f.) To seek grants and other funding that may be reasonably available; and

g.) To operate as if subject to open meetings laws.

10.) The Corporation agrees to have legal counsel review any material contracts or other legal arrangements in all situations where a prudent government entity or public corporation would do the same.

9.) Other requirements.

- a) To the extent permitted by law, Corporation agrees to protect, defend, hold harmless and indemnify the County, its Board, officers, agents and employees as well as the City, its Council, officers, agents, and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, however same might be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which the County or the City might be liable for the Corporation's acts, errors or omissions with respect to or in any way connected with the work performed by Corporation under the terms of this Agreement.
- b) Corporation shall purchase and maintain insurance coverage in amounts sufficient to protect the Corporation, the County, and the City from reasonably predictable exposures, and provide the County and the City, to the satisfaction of the County and the City in their reasonable discretion, proof thereof of such insurance coverage. Such coverage shall include liability coverage and errors and omissions coverage.
- c) The County shall retain control of the County Tourism Capital Development Fund with disbursements from this fund to include capital purchases or improvements to buildings used for tourism promotion and administration, and must be used for the benefit of the new CORPORATION or its mission.
- d) Corporation may sub-contract or delegate to others the work and promotional activities to be performed by Corporation under the terms of this AGREEMENT, provided such subcontractors are qualified to perform the same.
- e) Corporation agrees that in performing the work required under this AGREEMENT, Corporation is not an agent or employee of County or City but an independent contractor for professional services with full rights to manage its employees subject to the requirements of the law. All persons employed by or contracted with Corporation to furnish labor and/or materials in connection with the work under this AGREEMENT, are not employees of County or City in any

respect.

- f) Corporation shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status in violation of any State or Federal law.
- g) All notices to the parties hereto shall, unless otherwise requested in writing, be sent to the parties addressed as follows:
 - i. To County at: Jo Daviess County, 330 N. Bench St, Galena, IL 61036
 - ii. To Corporation at: Greater Galena Marketing, Inc, 123 N. Commerce, Galena, IL 61036-2209

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction for resolution of disputes shall be with the Courts of Jo Daviess County, Illinois.

The parties acknowledge and accept the terms, conditions and obligations of this AGREEMENT as evidenced by the following signatures of their duly authorized representatives. It is the intent of the parties that this AGREEMENT shall become operative on the [date TBD] 2016.

County: _____ (County Board Chair)

ATTEST: _____ (County Clerk)

City: _____ (Mayor)

ATTEST: _____ (City Clerk)

CORPORATION: _____ (Chairman of the Board)

ATTEST: _____ (Secretary)

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner, City Council and City Administrator

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: July 20, 2016

RE: Presentation about research and findings regarding short term vacation rentals / guest accommodations.

Summary:

At the June 13, 2016 Council Meeting, Jonathan Miller and I addressed the Mayor and Council, asking whether the Staff should research and investigate the effects of “sharing economy” land uses, such as short term rentals other than B&B’s, Inns and Hotels/Motels.

The intent of this initiative is to evaluate the City’s current standing ordinances and determine whether we are adequately prepared to address emerging market trends as travelers utilize mobile- and web-based applications to connect with prospective hosts for overnight accommodations. A recent spike in local attempts to rent properties to travelers on a short-term basis, outside of the provisions of our ordinances, combined with an increase in short-term rental requests by existing and prospective property owners has prompted the Staff to request permission for the evaluation.

Jonathan and I have completed substantial research and, along with other Staff members, have held a public input meeting to gather facts, search for impacts of short term rentals on other communities, and gather input from members of our community.

We will present our findings to you at this Council Meeting and subsequently ask whether to proceed either by initiating an appropriate text amendment or to leave the ordinances as they are and enforce compliance with any properties operating in violation.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner, City Council and City Administrator

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: July 20, 2016

RE: Cal. No. 16A-02, Applicant: City of Galena – 101 Green Street Galena, IL 61036. Request for Text Amendment to §154.202 *Residential Principal and Major Accessory Structures Bulk Standards*, footnote (5), to allow front facing garages in front of the principal façade of the dwelling.

Project Summary:

This amendment to the Zoning Ordinance is initiated by City Staff in order to reconsider a bulk standard regulation that has been an issue since the new Zoning Ordinance was adopted in 2005, but was never completely resolved. Footnote (5) in Table §154.202 *Residential Principal and Major Accessory Structures Bulk Standards* requires front-facing garages on one- and two-family dwellings to be located eight feet behind the front façade.

Previous Zoning Boards held neighborhood meetings and work sessions regarding this topic; minutes from those meetings are attached for your reference. These sessions were initiated by several complaints from residents and contractors after the Zoning Code was adopted. After the last session was held in 2008, nor further action was taken in a non-administrative setting with the exception that an interpretation was made that in the Historic District, accessory structures and principal structures can average the setbacks with the existing buildings on the block face, including front-facing garages.

Over the past few years, Zoning has administratively adhered to this standard when applicable. However, many times, the Staff has questioned why it would be appropriate to allow the Historic District to waive this standard of garage setbacks but require it in new development outside of the district where it would actually be more compatible with newer development (post 1950's). This question is especially more relevant when an infill development occurs in subdivisions that are mostly front-facing garages like Indian Ridge and other peripheral neighborhoods.

Staff does understand the concepts of traditional neighborhood design (part of our Comprehensive Plan for new subdivisions) and the rationale to encourage new subdivisions to develop pedestrian-friendly design with complete streets and dominant house facades with garages set behind, but it makes for a difficult argument when holding someone to a standard on an infill lot that is surrounded by garage-dominant / garages on the same plane-homes in older existing subdivisions and neighborhoods.

Staff proposes that the text be amended to retain the existing requirements, but also allow administrative discretion to waive the requirements when appropriate and compatible for infill development in existing neighborhoods. Please see attached proposed text addition for specific language.

At their meeting on July 13, 2016, the ZBA recommended approval to the City Council for this request on a unanimous vote by the members present.

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

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

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

Resolution No. _____

ZONING BOARD OF APPEALS

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

REGARDING

CALENDAR NUMBER: Cal. No. 16A-02

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

FOR: Request for Text Amendment to §154.202 *Residential Principal and Major Accessory Structures Bulk Standards*, footnote (5), to allow front facing garages in front of the principal façade of the dwelling.

PROCEDURES

Pursuant to law, a public hearing was held by the Galena Zoning Board of Appeals regarding this matter on July 13, 2016. The hearing was advertised in an edition of the Galena Gazette, in a quarter-page sized ad, that was available to the general public between 15 and 30 days prior to the hearing. They were invited to testify if they so desired. A quorum of the Board was present at the hearing in which the subject application and materials were reviewed and all persons were heard who desired to testify.

NATURE OF APPLICATION

This amendment to the Zoning Ordinance is initiated by City Staff in order to reconsider a bulk standard regulation that has been an issue since the new Zoning Ordinance was adopted in 2005, but was never completely resolved. Footnote (5) in Table §154.202 *Residential Principal and Major Accessory Structures Bulk Standards* requires front-facing garages on one- and two-family dwellings to be located eight feet behind the front façade.

Previous Zoning Boards held neighborhood meetings and work sessions regarding this topic; minutes from those meetings are attached for your reference. These sessions were initiated by several complaints from residents and contractors after the Zoning Code was adopted. After the last session was held in 2008, nor further action was taken in a non-administrative setting with the exception that an interpretation was made that in the Historic District, accessory structures and principal structures can average the setbacks with the existing buildings on the block face, including front-facing garages.

Over the past few years, Zoning has administratively adhered to this standard when applicable. However, many times, the Staff has questioned why it would be appropriate to allow the Historic District to waive this standard of garage setbacks but require it in new development outside of the district where it would actually be more compatible with newer development (post 1950's).

This question is especially more relevant when an infill development occurs in subdivisions that are mostly front-facing garages like Indian Ridge and other peripheral neighborhoods.

Staff does understand the concepts of traditional neighborhood design (part of our Comprehensive Plan for new subdivisions) and the rationale to encourage new subdivisions to develop pedestrian-friendly design with complete streets and dominant house facades with garages set behind, but it makes for a difficult argument when holding someone to a standard on an infill lot that is surrounded by garage-dominant / garages on the same plane-homes in older existing subdivisions and neighborhoods.

Staff proposes that the text be amended to retain the existing requirements, but also allow administrative discretion to waive the requirements when appropriate and compatible for infill development in existing neighborhoods. Please see attached proposed text addition for specific language.

At their meeting on July 13, 2016, the ZBA recommended approval to the City Council for this request on a unanimous vote by the members present.

PUBLIC SUPPORT AND/OR OBJECTIONS

Alicia Buss, 2564 N. Windy Lane, Galena, spoke in favor of the request. She stated that there are existing situations in Galena where the size of the lot can impact where the garage is located and there are neighborhoods with empty lots that have front facing garages in front of the façade.

No further testimony was heard in favor or against the request.

APPLICABLE SECTIONS OF THE ZONING ORDINANCE

- Article 2, Section §154.202 sets forth the *Residential Principal and Major Accessory Structures Bulk Standards*
- Article 2, Table §154.202.1 *Residential Bulk Standards, Footnote 5* sets forth the regulations for front facing garages
- Article 9, Section §154.919 sets forth the Non-Administrative Development Review Common Elements of Procedures
- Article 9, Section §154.920 sets forth the procedures for Zoning Code Amendment and Rezoning

DETERMINATION

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

(1) Whether the existing text or zoning designation was in error at the time of adoption; *This regulation is very restrictive and does not give flexibility for existing developments where certain garage designs would be compatible with surrounding properties.*

(2) Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.; *The City is experiencing more infill development requests recently and this request would give flexibility in design to accommodate topography, lot size and compatibility with existing neighborhoods.*

(3) Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances; *Negative impacts are not expected from this amendment; new residential subdivision requests will still need to adhere to the current requirement to meet the main intent of the standing ordinance.*

(4) Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this code, and other city regulations and guidelines; *This amendment is in conformance with the goals of the Comprehensive Plan as outlined in Chapter 10. Traditional Neighborhood Design will be protected while providing flexibility for infill.*

(5) Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone; *Not applicable*

(6) Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs; or *There is adequate land available to accommodate this proposed practice, including new development or redevelopment.*

(7) Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning. *The community will benefit by flexibility in the code to accommodate the best fit for infill development.*

RECOMMENDATION

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

PASSED AND APPROVED this 13th day of July, A.D. 2016, by the Galena Zoning Board of Appeals by a vote of 6 ayes, 0 nays, 1 absent, 0 abstain, 0 recused.

John Rosenthal, Chairperson

CITY OF GALENA, ILLINOIS



Request for Amendment to Zoning Ordinance

Request Details:

Name of Applicant: CITY OF GALENA Phone #: 777-1050

Address of Applicant: 101 GREEN STREET

List land and/or property uses that this proposal would affect: THIS REQUEST WOULD AFFECT RESIDENTIAL LAND USES IN THE CITY TO ALLOW GARAGES TO BE IN FRONT OF THE FRONT FACADE OF THE HOUSE.

General describe the amendment being sought (attach additional pages if necessary): CURRENTLY, FRONT-FACING GARAGES MUST BE LOCATED 8 FEET BEHIND THE FRONT FACADE OF THE HOUSE. MOST HOMES IN GALENA THAT WERE BUILT WITH ATTACHED GARAGES AFTER THE 1950'S WERE/ARE NONCOMPLIANT WITH THIS REGULATION. THIS REQUEST IS TO ALLOW ATTACHED FRONT FACING GARAGES TO BE IN FRONT OF THE FACADE.
Specifically describe the proposed amendment word for word (attach additional pages if necessary):

SEE ATTACHED.

Explain why the amendment is being sought in terms of public need, health, safety, and/or general welfare (attach additional pages if necessary): THE CURRENT REGULATION IS RESTRICTIVE FOR PROPERTIES THAT HAVE LAND SLOPING AWAY FROM THE STREET, WHERE AN ATTACHED GARAGE IN FRONT WOULD BE MORE PRACTICAL, ESPECIALLY ON NARROW LOTS THAT OTHERWISE MEET BULK STANDARDS. IT ALSO RESTRICTS A DESIGN THAT WOULD BE COMPATIBLE WITH SURROUNDING HOMES IN EXISTING NEIGHBORHOODS WHERE INFILL DEVELOPMENT IS DESIRED.

AN ORDINANCE AMENDING ARTICLE 2, §154.202 – RESIDENTIAL PRINCIPAL AND MAJOR ACCESSORY STRUCTURES BULK STANDARDS OF THE CODE OF ORDINANCES OF THE CITY OF GALENA

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

SECTION I: Section § 154.202 Residential Principal and Major Accessory Structures Bulk Standards is hereby amended as follows:

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

Table §154.202.1 Residential Bulk Standards

Footnotes:

- (5) For one- and two-family structures with front facing garages, the garages shall be a minimum of 8 feet behind the furthest projecting portion of the front of the dwellings and in all cases shall be a minimum of 2 feet behind the primary front wall line of the dwellings. **This requirement may be waived administratively at the discretion of the Planning Department in cases of infill development in existing neighborhoods where appropriate and compatible with surrounding properties.**

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

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

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

AYES:

NAYS:

ATTEST:

TERRY RENNER, MAYOR

MARY BETH HYDE, CITY CLERK

Discussion: Vojta said this would be in the Industrial Park and the requested material would be an appropriate wall material for this type of building. The buildings would be surrounded by other buildings that use these materials in the Industrial Park.

Renner said because of the existing buildings it makes it appealing to allow this type of wall material. They will blend in and not draw attention to a new structure.

As Roll Call was:

Nybo	Yes
Russ	Yes
Vojta	Yes
Renner	Yes
Baranski	Yes
Moser	Yes

Motion carried.

NEIGHBORHOOD MEETING

At the request of several homeowners, contractors and developers, this Neighborhood Meeting, is being conducted to discuss concerns and issues raised by the requirement for locating front-facing garages on single-family homes as outlined in Article 2, Section 154.202.1, Footnote 6: “For one- and two-family structures with front facing garages, the garages shall be a minimum of 8 feet behind the furthest projecting portion of the front of the dwellings and in all cases shall be a minimum of 2 feet behind the primary front wall line of the dwellings.”

Hollingworth said that since the Ordinance was adopted, several persons, be they homeowners, developers or contractors, have had issues with garage placement. Usually they have had enough land for a driveway and can be creative in locating the garage and set it back 8 feet from the homes primary wall or a minimum of 2 feet behind the primary wall. This prevents the garage from being the most prominent feature of the house. Some have decided to extend the street facing wall and located the garage doors on the end of the home. Some of those coming in to see Hollingworth would like this issue addressed and short of a text amendment this can not happen. The Board cannot act on a variance request for this unless there is great hardship. She recommended that those concerned write a letter asking for a neighborhood meeting so they could discuss the matter with the Zoning Board. It would also allow the Zoning Board to address the reasons for this provision and why it is in the Ordinance.

Vojta asked about the averaging provision that the Zoning Board had previously utilized.

Hollingworth said in Historic Districts you can determine the setbacks by using the average of the neighboring properties.

Baranski said problems arise when someone wants to develop a new subdivision with, for example, lots that are 50-60 feet wide. There is no access from an alley so the garage has to be front loaded from the street. A two car garage is 24 feet wide; a three car garage is 36 feet wide. A house could be 34 feet wide with only 10 feet to the side of the garage for the front door portion of the house. It looks like a garage with a house. This was an attempt to try and avoid these types of situations. If you have a wider lot the proportions between the house and garage are different. With narrow lots and the desire for a two car garage you end up with problems. Baranski said the intent of the Ordinance was to create more traditional neighborhoods. The issue is to avoid having a front yard that is consumed by the garage. The primary focus of the house should not be the garage. The language of the Ordinance is typical. In appropriate situations the Ordinance could be adjusted.

Renner said there have been cases where the Board has granted variances regarding garage placement.

Baranski said the topography of Galena makes it unique when trying to adhere to the ordinance.

Vojta said those would be cases where there is a hardship.

Baranski said by having the garage flush with the house and utilizing more aesthetically pleasing garage doors you could have a possible fix. The intent remains the same – to avoid the main focus of the house being the garage. He thinks it would be desirable to have some rules for this.

Tom Wiene, 144 Stone Quarry Ln., Galena, said he wrote the letter to Hollingworth asking the Board to look at the requirement as it is written. He does not have a current project that has these issues, but every time you need a variance you need to plan on three months for approval. Over the years he has built homes that have had similar issues. There is a house on Young Street, that has a narrow lot and the garage protrudes 3-4 feet from the front of the house. In order to make the house fit on the lot and have the space the owner would need, the garage had to extend. Cobblestone sub-division has garages which are set ahead of the home as does Shadow Bluff. Construction on these started before the Ordinance changes were made. In order to get the necessary living space on a narrow lot the garage needs to come forward. Wiene said approximately 90% of the home plans in his design books have garages built to the front of the home. Most of the lots left in Galena do have issues where this would come in to play.

Baranski said the lots for Golfview are quite large. Most 90-100 foot wide lots could accommodate side load garages. Baranski said he would be willing to work on the language that could possibly provide a formula when addressing this issue.

Cox asked if there was something short of eliminating requirement #5 that would help.

Renner said #5 may be a tough fit within the corporate city limits, but it may work very well in a new development.

Vojta said the Board should look at Traditional Neighborhood Development for suggestions.

Baranski said good design of materials – garage doors - goes a long way in how the house looks.

Hollingworth said the Traditional Neighborhood Development is an alternative zoning district. The goal of that was to make a more pedestrian friendly area with sidewalks and people visible rather than cars. With more driveways and cars visible it tends to cut down on being a neighborhood.

Vojta agreed. With a big house that has a big garage people pull into the driveway, click the remote and drive into the garage. They go into the house and are never seen.

Hollingworth said Traditional Neighborhood districts provide for alleys and parking in the back, so the front yard ambience is retained.

Baranski said the Board was not trying to force neighbors to meet each other, but they were trying to eliminate the obstacles from preventing an area from becoming neighborly. The absence of sidewalks and porches and the presence of a huge garage does not make the area pedestrian friendly.

Nybo read a passage that he found on the internet concerning why a neighborhood would have garage setbacks. "The main issue is its ability to be site responsive particularly as it relates to neighborhood character and the amenity of adjoining properties. In the context of the existing built environment and neighborhood character it is considered that the proposed development incorporate specific design techniques appropriate for good integration within the local area. The layout of the development, the location of private open space areas, the setbacks to the side and rear boundaries, and the overall design provides for a sympathetic response to established neighborhood character."

Cox said the Ordinance could give flexibility. A list could be developed as to what could be approved administratively based on certain conditions. The Zoning Administrator would need to evaluate an application and then determine if those conditions exist. The applicant would have the ability to appeal that decision to the Zoning Board.

Baranski thought language could be constructed to provide flexibility.

Renner thought this could be dealt with in the next few months.

Vojta said if an applicant comes to the Board with a Planned Unit Development, they can ask for almost anything. In the past the Board has bartered and traded which allowed for flexibility in these developments for things such as setbacks, garage locations, greenspace...

Nybo asked if there were an infill site within the Historic District, does the Board have a minimum required setback for a garage from the sidewalk. We can average the setback in these historic districts. Would there be a case where a house is so close to the sidewalk that a car parked in the driveway would be over the sidewalk.

Hollingworth said Article 6 states you must have a 19 foot throat for a driveway.

The Board agreed that a work session for this should be added to the June 11 agenda.

COUNTY BOARD

None

WORKSESSION

Review and Discussion of the Zoning Ordinance: (Continued from April 9, 2008)

Hollingworth said she felt very strongly that Article 5 should remain where it is as it is. It is the only provision the city code has for dealing with the community's natural resources. These have been identified in the Comprehensive Plan as being vital to the sustainability of Galena and what we are all about. The only time the Zoning Board deals with the Natural Resource Protection standards is when a site plan is required, such as a Special Use Permit, Planned Unit Development, and Traditional Neighborhood Development. The Natural Resource Protection requirements must be part of a Site Plan Review which is handled by the Planning Department. The Board looks at this and can ask questions, but everything will be in place by the time an application reaches the Board. This section of the Ordinance is vital to the community. To remove this or to have it greatly amended would be damaging. This needs to stay – it can be reviewed from time to time and amended if necessary. Keep it in the Zoning Ordinance because when there is turnover with City Staff things sometimes get lost during the transition.

Baranski thought the Natural Resources requirements were sometimes at odds with the Comprehensive Plan, such as for in-fill development. It should be adjusted.

Nybo thought the Board could deal with those on a case by case basis.

Baranski said the best way to deal with this was to map the City. It would then be clear what areas would require a Natural Resource Protection plan.

As Roll Call was:

Baranski	Yes
Moser	Yes
Nybo	Yes
Porter	Abstain
Russ	Absent
Vojta	Yes
Renner	Yes

Motion carried.

NEW BUSINESS

Cal. No. 08S-03, Tom & Connie Wiene, dba Chains & Links, Inc., 11540, 11510, and 11511 Technical Dr., Lots within the Industrial Park, Request for a Special Use Permit to use discouraged wall materials, i.e. metal siding, for commercial buildings within 1200 ft. of the Highway Corridor Overlay District.

Cox explained that because the Surrounding Property Owner notices had not been mailed for this agenda item, the Public Hearing can not be held. The applicant has been notified and the item will be on the July agenda.

COUNTY BOARD

None

WORKSESSION

Review and Discussion of the Zoning Ordinance: (Continued from May 14, 2008)

Renner said he spoke with Mayor Brusck regarding this. The Mayor felt it was best to leave Article 5 as is.

Review and Discussion of possible amendment for flexibility to Table 154.202.1, Footnote #6 regarding setbacks for front facing garages.

Baranski distributed his preliminary ideas for this. He wanted to find a simple way to restrict the size and location. A garage can not exceed 50% of the total building width. If a building is 50 feet wide, the garage can only be 25 feet wide with the idea that the garage and the house are flush. Baranski's drawings showed that if you wanted to move your garage closer to the street you would need to reduce the width of the garage the same footage: move the garage eight feet closer to the street and the width is reduced by eight feet. Additionally, for every foot a garage is set back from the front of the house, the width can be increased, up to 60% of the width of the house. There are four simple statements that could define this.

Renner said in the past, an existing structure could not have an accessory structure which was larger than the house.

Baranski said there could be restrictions as part of the language.

Vojta asked what size was needed for a single car garage.

Baranski said a single car garage is 12 feet; a two car garage would need 22 feet and a three car garage 32-33 feet. These are about as tight as you can go.

Renner suggested 12 feet, 24 feet and 36 feet.

Baranski said he tried to come up with language that was not overly restrictive. What we have now is very restrictive. We can leave things as they are now and take it case by case for variance requests. He was most concerned about the narrow lots in town. Baranski said there is a provision in the Ordinance which allows for averaging to meet the setback in Historic Districts.

Stewart said that he and Hollingworth had often gone out to determine the setback in a Historic District as the Ordinance directs.

Renner said Baranski's ideas were good and he wanted the Board to give it some more thought.

Cox asked if the only relevant issue was with Table 154.202.1 Residential Bulk Standards, Footnote #5 which states "*For one- and two-family structures with front facing garages, the garages shall be a minimum of 8 feet behind the furthest projecting portion of the front of the dwellings and in all cases shall be a minimum of 2 feet behind the primary front wall line of the dwellings.*" Cox said Section 154.015 says a garage is an accessory use. It says nothing regarding attached or detached.

Stewart said 154.207.1 Residential Density Standards, Footnote #1 states "*Major accessory building coverage shall not exceed 90% coverage of the principal building.*" For example, a 1,000 square foot home would be allowed a 900 square foot garage.

Cox said a garage is a major accessory use and has to be set back at least 8 feet from the most forward portion of the house with a minimum of at least 2 feet from the major portion of the structure. Baranski's proposed #1 says a garage may not exceed 50% of the total building width measured at the front plane of the main portion of the building or porch. Would this be a set rule and apply to all garages.

Vojta said the first drawing is actually 100%.

Baranski said this is area. He said again he was trying to restrict the width of a garage.

Cox said #1 had nothing to do with the 90% issue. Unless something was added you would not be able to have a garage larger than the 90% restriction. The Board would have to decide if it wanted to keep the 90% or not.

Cox said #2 says a garage may project forward from the front plane of the residence a maximum of 8 feet but must be reduced in width by the same amount that it projects forward. This is a huge change from Footnote #5, Article 154.202.1.

Vojta asked if Baranski meant from the front plane of the main residence and not from an accessory porch.

Baranski agreed.

Cox asked the Board how they wanted this drafted.

Baranski said it was a nice thing to show graphically, but it is difficult to find the language for. He wasn't sure if a drawing could be inserted into the Ordinance.

Cox said it could.

Vojta thought pictures and charts would be beneficial.

Baranski said the concept is very simple. How you put that into words is not so simple.

Cox asked if the Board was okay with a garage being 90% of the footprint of the house.

Renner said he didn't want to put more restrictions on existing areas/homes of Galena. This would work well for new construction.

Cox said you could always grant a variance to the new regulations.

Baranski said the language could be left as is.

Cox said new language should probably not be inserted as a footnote.

Vojta said a separate section would probably work best.

Cox said he would draft language suitable for the Ordinance for the July meeting.

Kieffer said, in a memo to the Board, that, “The city received the notification of this petition sometime during the week of August 3rd. Due to certain circumstances this information was not reviewed by the city within the required 14 days of receipt of the documents. After the 14 day requirement has passed, the County assumes that the city does not have any objections. On August 27 2008, the Jo Daviess County ZBA made a motion to recommend approval of the subdivision as-is. The County Board will vote on this petition at their September 9th meeting. This property is in the mile and one half jurisdictional area but this property does **not** fall within the City’s approved **Contiguous Growth Area**. The property size and existing residential use is consistent with the other properties in the area.”

No action was taken on this agenda item.

WORKSESSION

Review and Discussion of possible amendment for flexibility to Table 154.202.1, Footnote #5 regarding setbacks for front facing garages.

Kieffer distributed materials for this discussion.

Kieffer said he, Baranski and Duff Stewart met and discussed what Footnote #5 really means. Kieffer also talked with Scott Harrington to determine his interpretation of its meaning. Footnote #5 applies to both attached and detached garages. It states if you have a projection at the front of your home that is 6 feet or more your setback is 2 feet. Any projection less than that pushes the setback to zero projection, which is minus 8.

Vojta said an overhang from the roof does not count – it has to be measured from the primary front wall.

Kieffer and Renner agreed.

Kieffer said he also had found that there was no provision for side facing garages, either attached or detached except that they need to meet the bulk standards of the principle building. According to Harrington, an attached garage is not considered an accessory building; it is considered part of the principle building. The attached garage could be in front of the home as long as it does not encroach upon the principle building bulk standard setback.

Vojta said the setback requirements are basically the same for either a detached or attached garage.

Kieffer said yes – the ordinance doesn’t distinguish between the two.

Russ asked about garages in historical districts that could potentially have the car parking on a sidewalk.

Renner asked how this would work in a historic district. Does this pertain to construction of principle buildings or would an accessory garage apply.

Kieffer said if you had a vacant infill lot in a historic district where you used Footnote #12 to place the principle structure, you may encounter the attached garage being closer to the road than ideally wanted.

Renner thought Footnote #12 would pertain to principle structures.

Kieffer said he believed it was for new construction. This doesn't mean that a detached garage in the historic district could be built using these same rules. It couldn't.

Vojta asked if it would apply for an attached garage which is part of the principle structure.

Kieffer said if the home was already there and you were adding a garage it wouldn't. It would be strictly for a vacant lot with new development. There is the possibility with Footnote #12 that you could end up with very little driveway off the back of the curb or the street.

Vojta said these cases would likely be in historic districts where we encourage building which will fit with the surrounding historic structures.

Renner asked for input on why there is an 8 foot setback.

Vojta said with new construction they were looking at areas outside the historic districts, such as subdivisions. They were trying to get away from the McMansion style homes with three car garages which dominate the front of the home.

Kieffer said in summarizing Footnote # 12; it would not apply to existing homes in the historic district. If you are adding any type of garage this does not apply.

Vojta thought that was not what the intent was.

Renner said this was in the previous ordinance. The Historic Board has no provision for this. Former Zoning Administrator Hollingworth felt it was important to have this included because of the number of historic homes.

Kieffer said it would be helpful if it said per/for the Historic District the principle structure or addition to a principle structure on an existing lot.

Vojta believes that #12 applies to existing structures.

Renner agreed with Vojta.

Cox asked where in the Ordinance it states that an attached garage is part of the principle structure.

Vojta said what the Board had been up against was that basically no one would be able to build a garage in a historic district if this footnote was omitted. This was reinserted because no one would have a chance.

Kieffer said it was somewhat misleading with the word placed. If it said a principle structure on an existing lot ...

Vojta said we could clean up the language.

Cox asked Kieffer if he believed an attached garage could be front facing in the historic district. Footnote #5 would still apply. He thought the question was would those situations create times when people would park on the sidewalk. The only way you can allow a garage to be constructed would be to have a sideload garage so cars would not be on the sidewalk.

Kieffer asked if Footnote #12 was meant to circumvent Footnote #5.

The Board did not think so.

Kieffer asked if the Board's interpretation was that if it was an attached garage in the historic district and the building was already too far forward, the garage could be a sideload and be even with the front of the existing building. If it is front facing it needs to reference Footnote #5.

Cox said he had not thought about this, but it seems inconsistent with what the purpose of Footnote #12.

Vojta said in many cases someone wishing to add a garage in a historic district may have limited land and may not have room for a side facing garage. If you were averaging in a historic district it would not matter to him if it were side or front load.

Cox said we should look at this and try to clarify the footnotes. He asked Vojta if the intent of the ordinance was that Footnote #12 would over ride Footnote #5.

Vojta said in the historic district – yes.

Renner said this came about after the new ordinance was adopted. The city began receiving calls related to this and it was discovered it had been omitted from the new version.

Cox said it would have been helpful if Footnote #12 said in effect, in the Historic District Footnote #5 shall not apply It is confusing.

Kieffer said another matter relating to Footnote #5 is the word front. For example, a home which fronts on B Street and has a B Street address would like to have a front facing detached garage on side street A. In the strictest sense the front of the principle building is on B Street. Does the detached garage need to comply with Footnote #5?

Renner said this was a good question.

Kieffer said we had already determined that Footnote #5 applies to both detached and attached garages.

Renner thought front facing would mean B Street.

Vojta said if on A Street there are existing homes which face A Street and they are 25 feet back and this garage is allowed to be built with a five foot sideyard setback - it would be out of place.

Kieffer said there is no question that the front yard setback needs to be 25 feet. You would not want someone encroaching into the sight lines with only a five foot setback. It would be hard to argue that there would not be a double front yard setback – in LDR it would be 25 to 25. Would the proposed detached garage facing A Street need to be setback 8 feet from the side of the house? In the definition and Table 154.202.1, where Footnote #5 is, does the word front mean the front of the home or frontage.

Renner said you could look at it both ways.

Kieffer said there are several definitions for frontage.

Vojta asked if Kieffer could ask Harrington about this issue.

Kieffer said he could. It would be difficult to argue that the Lot in question does not have frontage on A Street if looking at the definition of frontage.

Vojta said the house clearly fronts on B Street. The only structure that has frontage on A Street is the attached garage. He believes both sides would need to have 25 feet setbacks.

Kieffer agreed. He questioned if Footnote #5 should apply.

Cox said this was discussed shortly before Hollingworth resigned. The definition for Lot Line, Front reads, "A lot line that abuts a public or private street right-of-way. In the case of a lot that has two or more street frontages, the lot line along the street from which the house is addressed shall be the front lot line." Looking at that definition it would be hard to argue that there are two fronts to a lot. It does not make sense to Cox. He does not know how you get around the way this is defined.

Vojta said if the garage were 25 feet back from the street right of way he can't see why we would force someone to move it back an additional eight feet. The garage, on A Street, would meet the same setback requirements as the house front on B Street. That should be more than sufficient.

Renner said we need to determine what front facing is.

Vojta thought both were frontage lots. The 25 feet would apply to both streets. Does the garage need to be located back further. Vojta does not think so.

Renner agreed. The definition needs to be clarified relating to front lot line.

Kieffer said if you are on a corner lot you have to have two front yard setbacks. This makes the community a safe place. The corner lot definition does not say you have two street frontages. It says it is a lot located at the intersection of two streets.

It was agreed that Kieffer should contact Harrington regarding this and if possible he will work on the definitions.

Kieffer said another issue with Footnote #5 was in regard to the width of the garage as it relates to the setback. If the Board decided that a variance to Footnote #5 was appropriate, the further forward the setback was varied the narrower the garage would become. Baranski and Kieffer both said this would be complicated to mandate, but that the Board could simply look at the proposed width in accordance to the setback distance. The Board could look at these on a case by case basis.

Vojta said an applicant would still need to comply with the bulk standards – this would prevent something out of line from happening.

The Board agreed that the width changes should be kept simple.

Kieffer will continue to work on the changes.

Renner adjourned the meeting at 7:30 PM.

Respectfully submitted by

Deb Price
Zoning Board Secretary

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner, City Council and City Administrator

FROM: Matt Oldenburg, Zoning Administrator *MATT*

DATE: July 20, 2016

RE: Request by Janet Einsweiler, 1170 Ferry Landing Road, Galena, IL 61036 for approval of Plat of Subdivision for Lot 1 of "Leon and Janet Einsweiler's Second Addition to Rawlins Township", part of the NE ¼ of Section 14, Township 28 North, Range 1 West of the Fourth Principal Meridian, Rawlins Township. Request for subdivision to create a separate parcel for an existing house.

Summary:

Please review enclosed packet for this County request.

The property lies within our 1.5 mile area of interest and the Plan Area Proposed Land Use Map indicates that the proposed land use is Greenspace and is situated adjacent to proposed Commercial and Residential land uses.

The property also lies within the City's Contiguous Growth Area.

The property is currently zoned in the County as Agricultural and the subdivision will not involve a rezoning.

Currently, the proposed lot has an existing residential structure that is served by well and septic.

At the regular meeting on July 13, 2016, the City of Galena Zoning Board of Appeals reviewed the Jo Daviess County zoning application by Janet Einsweiler and Mark and Wendy Einsweiler for subdividing their property.

In forming their recommendation to the Galena City Council, the Zoning Board of Appeals took into consideration the City's Contiguous Growth Area Map, the Comprehensive Plan and Map #15-Plan Area Proposed Land Use. The Zoning Board of Appeals voted to forward a recommendation to the City Council to approve the subdivision.

APPLICATION FOR SUBDIVISION

Owner (All beneficiaries if property is held in a land trust. All stockholders holding over 20% of the stock if owner is a corporation.)

Name: JAMET EINSWEILER

Address: 1170 Ferry Landing ^{ROAD} City: Colene State: IL Zip: 61036

Phone: 815-777-0079 Email: _____

Petitioner if other than Owner:

Name: MARK & WENDY EINSWEILER

Address: 1117 W. RED GATES ^{ROAD} City: Colene State: IL Zip: 61036

Phone: 815-777-2032 Email: _____

Contract Purchaser or developer if other than Owner:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Subject Property:

1. PIN: 43-13 - 000 - 112 - 00

2. Common address: 11034 W. RED GATES ROAD, Colene, IL 61036

3. Describe location: EXISTING HOUSE located at 11034 W. RED GATES ROAD Colene, IL on the side Road 1/4 mile west of INTERSECTION OF U.S. ROUTE 20

4. Acreage or dimensions: 1.66 Acres

5. Brief legal description: PART OF THE NE 1/4 OF SECTION 14, T28N R1W, RAWLINS TOWNSHIP

6. Number of lots and lot sizes: 1 LOT of 1.66 Acres

7. Attach legal and site plan/aerial photo/preliminary or final plat if subdividing/other submissions.

8. Present zoning: Agriculture 1

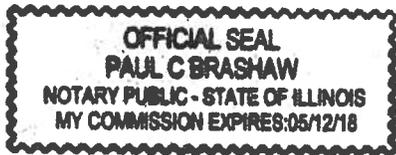
9. Describe surrounding parcels, their uses and the effect the subdivision could have on these properties. SURROUNDING PARCELS are a mixture of similar SIZED Parcels with land by this request being Farm. House WAS MOVED TO PRESENT SITE BACK in 2002 or 2003 due to HIGHWAY CONSTRUCTION. IN ORDER to obtain OWNERSHIP AND MORTGAGE, THE NEED is to SEPERATE THIS 1.66 Acres from Family Farm.

I hereby swear that the information given herein is true and complete.

Mark Einswiler
Petitioner/Applicant

Petitioner/Applicant

Signed and sworn to before me this 16th day of June, 2016



Paul C. Brashaw
Notary Public

*Submit evidence of Title (Deed or Title Insurance Policy).

*Submit photos/ site plan if appropriate.

Jo Daviess County Building & Zoning

Linda Delvaux, Building & Zoning Administrator

1 Commercial Drive Suite 1
Telephone: (815) 591-3507 or (815) 591-3810
Email: buildingandzoning@jodaviess.org

Hanover, IL 61041
Fax: (815) 591-2728
Website: www.jodaviess.org

CONCEPT PLAN CHECKLIST

Project Name (if applicable): LOT 1 OF LEON & JAMET EINSWEILER'S SECOMP ADDITION TO RAWLINS TOWNSHIP

Parcel Identification Number(s): 43-13-000-112-00

Location (1/4 Section, Township, Range): N 6 1/4 Section 14 Rawlins Twp

Current Zoning: Agricultural

Proposed Zoning: _____

Owner(s): JAMET L EINSWEILER FERRY LANDING ROAD

Address/City/State/Zip: Galesburg, Illinois 61036 815-777-0079
MARK EINSWEILER

Applicant/Authorized Agent: W. RED GATES ROAD
Galesburg, Illinois 61036

Address/City/State/Zip/Telephone #: 815-777-2032

Surveyor/Engineer: PAUL C. Bueghaw 4413 W. Stegessch t-

Address/City/State/Zip/Telephone #: Galesburg, Ill 61036 815-777-1172
cell 815-266-2428

Fourteen (14) copies of a "Concept Plan" must be submitted. The "Concept Plan" must be clearly labeled as such and may be any scale so long as the scale is an increment of ten feet (10') or one hundred feet (100'), shall be on a not larger than 30" x 36" sheet, folded to approximately nine inches by twelve inches (9" x 12") and shall contain the following information:

- The boundary and dimensions of the site.
- Existing interior and adjacent road/street rights-of-way, railroad rights-of-way, and/or easements of any kind.
- Existing structures on the site

- Existing and proposed zoning of subject property.
 - A note describing the proposed use of the site.
 - Existing land use(s). *Agricultural*
 - Areas shown on the Jo Daviess County, Illinois *Flood Insurance Rate Maps* as being in "Zone A" or "Zone AE". *N/A*
 - Low areas subject to occasional over-flow flooding, sheet flooding or ponding. *N/A*
 - Wetlands (refer to the *U.S.D.A. Preliminary Wetlands Inventory* available from the Jo Daviess County Field Office of the U.S. D. A., Natural Resources Conservation Service). *N/A*
 - General surface water drainage patterns, drainage divides, and high and low elevation sites.
 - Names of adjacent subdivisions and owners of adjacent property.
 - Zoning on adjacent property. *Agricultural*
 - A notation indicating whether or not the site is located within 1.5 miles of an incorporated city or village.
 - Any political boundaries on or adjacent to the subject site (i.e. corporate, township, school district, etc. boundaries) and a list of all known taxing districts the parcel falls under.
 - Parks, preserves and/or public open spaces within 200 feet of the site. *N/A*
 - Any proposed dedications/reservations for open space, natural area, historic building(s)/structure(s), and storm water management facilities.
 - Proposed sketch layout of roads/streets (with right-of-way widths).
 - Proposal for water source and sewage disposal. *Private septic & shared water well*
- The "Concept Plan" shall be accompanied by the following supporting documents/information:
- Evidence of ownership, or proof of legal interest in, the subject property.
 - Natural Resource Inventory Report from the Jo Daviess County Soil & Water Conservation District, if applicable. (14 copies)

- A completed "Concept Plan Checklist".
- A completed map amendment or special use permit application. (14 copies)
- Legal Description – complete legal description applying only to the parcel being zoned.
- Application Fee \$ 300
- Any other information requested by the Zoning Officer.

I, MARK EIMSWEILER, certify that all information presented herewith is complete and accurate.

Signature of Applicant Mark Eimsweiler Date June 2016

Notice to Applicants:

The intent of the "Concept Plan" is to provide information to help both the applicant and the Jo Daviess County review agencies/decision makers evaluate the feasibility of a proposed land use change according to development plans, policies, existing and projected development activities, and zoning and/or subdivision regulations.

The "Concept Plan" should encourage the discussion of basic problems and questions related to the proposed land use change prior to approval and expenditure of funds for detailed development plans by the applicant.

The information required of a "Concept Plan" is such that applicants may prepare a "Concept Plan" at little or no cost. If technical assistance is needed by an applicant in preparing a "Concept Plan", an applicant may also choose to have a "Concept Plan" prepared by a surveyor, engineer, land planner or architect.

13-000-112-00

800'

800'

750'

W Red Gates Rd



Map produced by the Jo Daviess County GIS/IT Department on 3/5/13.
This is not a substitute for an actual field survey. Aerial imagery - 2011.

FINAL PLAT OF SUBDIVISION FOR LOT 1 OF "LEON AND JANET EINSWEILER'S SECOND ADDITION TO RAWLINS TOWNSHIP"

LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, RAWLINS TOWNSHIP, JO DAVIESS COUNTY, ILLINOIS, THE BOUNDARY OF SAID TRACT TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS, AND WATER WELL AND WATER LINE USAGE AND MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 59 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 238.47 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 37 SECONDS WEST, 171.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 82 DEGREES 10 MINUTES 37 SECONDS WEST, 134.53 FEET; THENCE SOUTH 63 DEGREES 13 MINUTES 57 SECONDS WEST, 25.69 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 56 SECONDS WEST, 28.97 FEET TO A POINT IN THE CENTERLINE OF RED GATES ROAD; THENCE CONTINUING WESTERLY ALONG SAID CENTERLINE, ALONG A CIRCULAR CURVE CONCAVE TO THE SOUTH, AN ARC DISTANCE OF 117.18 FEET SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 19 DEGREES 10 MINUTES 58 SECONDS, AND WHOSE LONG CHORD BEARS NORTH 83 DEGREES 34 MINUTES 33 SECONDS WEST, 116.63 FEET FROM THE LAST DESCRIBED COURSE;

THENCE NORTH 01 DEGREES 09 MINUTES 56 SECONDS EAST, 187.86 FEET; THENCE NORTH 64 DEGREES 05 MINUTES 03 SECONDS EAST, 69.26 FEET; THENCE NORTH 80 DEGREES 04 MINUTES 18 SECONDS EAST, 70.82 FEET; THENCE NORTH 22 DEGREES 55 MINUTES 42 SECONDS EAST, 107.27 FEET; THENCE NORTH 58 DEGREES 37 MINUTES 24 SECONDS EAST, 106.00 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 56 SECONDS EAST, 11.28 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, 341.29 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 1.66 ACRES, MORE OR LESS, TOGETHER WITH AN 20.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS, LYING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 59 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 238.47 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 37 SECONDS WEST, 171.89 FEET TO THE POINT OF BEGINNING FOR THE CENTERLINE OF A 20.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS; THENCE SOUTH 03 DEGREES 24 MINUTES 09 SECONDS WEST, ALONG SAID EASEMENT CENTERLINE, A DISTANCE OF 48.84 FEET TO A POINT IN THE CENTERLINE OF RED GATES ROAD, SAID POINT ALSO BEING THE EASEMENT POINT OF TERMINUS ALSO TOGETHER WITH A 20.00 FOOT WIDE EASEMENT FOR WATER WELL USAGE AND WATER LINE MAINTENANCE, LYING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 59 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 238.47 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 37 SECONDS WEST, 171.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, 341.29 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 56 SECONDS WEST, 11.28 FEET; THENCE SOUTH 58 DEGREES 37 MINUTES 24 SECONDS WEST, 106.00 FEET; THENCE SOUTH 22 DEGREES 55 MINUTES 42 SECONDS WEST, 55.69 FEET TO THE EASEMENT POINT OF BEGINNING FOR SAID CENTERLINE OF A 20.00 FOOT WIDE EASEMENT FOR WATER WELL USAGE AND WATER LINE MAINTENANCE; THENCE NORTH 70 DEGREES 44 MINUTES 52 SECONDS WEST, ALONG SAID EASEMENT CENTERLINE, A DISTANCE OF 151.00 FEET TO THE EASEMENT POINT OF TERMINUS. ALL OF THE ABOVE DESCRIBED PROPERTY BEING SUBJECT TO ANY AND ALL RECORDED EASEMENTS AND RIGHT-OF-WAYS, ALL BEING SITUATED IN RAWLINS TOWNSHIP, JO DAVIESS COUNTY, ILLINOIS

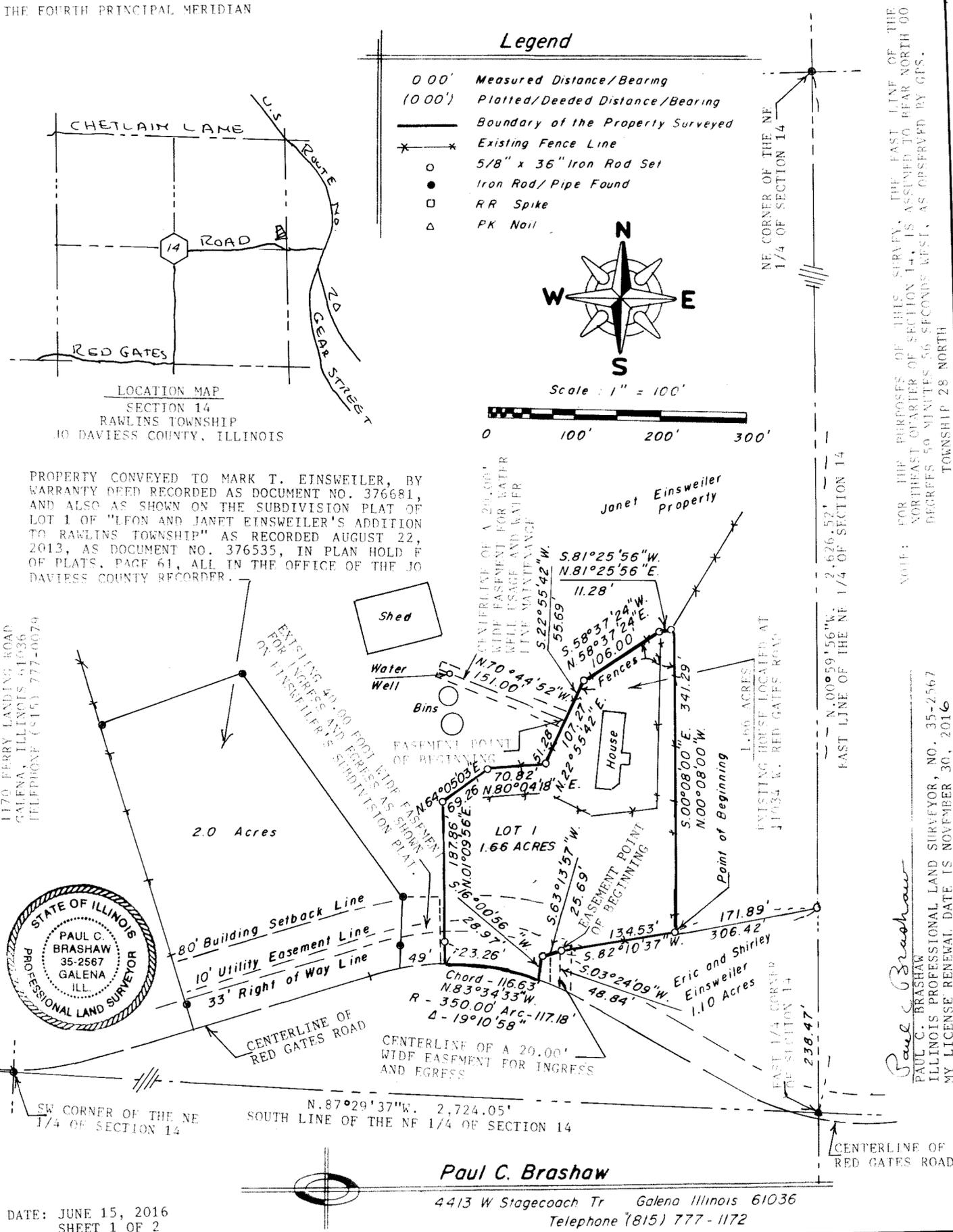
SURVEYOR'S CERTIFICATE

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 THE RECORDED CALLS, BASED ON THE EXISTENCE OF FOUND MONUMENTATION, OCCUPATION, OR OTHER CONTROLLING CALLS OR 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 16th DAY OF June, 2016.



SURVEYED FOR JANET EINSWEILER
1170 FERRY LANDING ROAD
GALENA, ILLINOIS 61036
TELEPHONE (815) 777-0079



DATE: JUNE 15, 2016
SHEET 1 OF 2

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

FOR THE PURPOSES OF THIS SURVEY, THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, IS ASSUMED TO BEAR NORTH 00 DEGREES 50 MINUTES 56 SECONDS WEST, AS OBSERVED BY GPS.

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

Natural Resources Inventory Report

Prepared for the Jo Daviess County Planning Commission and Property Owners by the
Jo Daviess County Soil and Water Conservation District

Project Name or Petition: Mark Einsweiler Report Number: 1603
Date: June, 2016

Location: NE ¼, Sec 14, T28N, R1W, 4th Principal Meridian.

Request: Special Use permit on agricultural land. Acres: 1.69



Figure 1. View of existing home and proposed parcel, facing northeast.

Topography:

By using an average slope for each of the soil types the weighted average slope for the entire parcel is 8.8 %, which is lower than the county weighted average slope at 11.4%. The details for calculating the average slope of this parcel are attached, Average LE score and Slope Calculator, and a topographic map of the area is also attached. Average slope is calculated by soil type.

Soils and Interpretations: (Based on Soil Survey mapping and in descending order by acreage.)

Soil Type	Road Construction	Building Foundations	Septic Fields	Agricultural / Other
Fayette Silt Loam #280D2- 1.1 acres (Well drained, strong sloping, deep soils; 10-15% slopes, eroded.)	Moderate to severe limitations. Susceptible to frost heaving. Low bearing strength. Replace with properly compacted rock base.	Moderate limitations due to shrink-swell potential of the subsoil. Use proper footings and reinforcement.	Limitations due to steep slopes. Filter lines should be placed on the contour.	High productivity.
Wakeland Silt Loam, frequently flooded #3333- 0.6 acres. (Nearly level, somewhat poorly drained, deep soil on flood plains.	Severe limitations due to flooding and frost action.	Severe limitations due to flooding and wetness.	Severe limitations due to wetness and flooding.	Moderately suited to cultivated crops, well suited to hay, pasture, woodlands, and wildlife habitat.

Land Use:

This property has an existing home connected to the adjacent farm (see *figure 1*). The existing home was moved to the current location from Highway 20 due to highway construction. The lower portion of the proposed parcel is bottomland and sits wet. This area is currently idle with some farm machinery stored there. The remaining portion of this proposed parcel accommodates the house and surrounding lawn. Few trees, native vegetation, or cropland remain.

Agricultural Production Capability and Land Evaluation:

The weighted average Land Evaluation (LE) score for this parcel based on United States Department of Agriculture – Natural Resource Conservation Service (USDA – NRCS) Soil Survey of Jo Daviess County, Illinois, using an average level of agricultural management is 77.2, which is higher than the county average of 62.2. The calculation details for this parcel are attached, Average LE Score and Slope Calculator.

Septic Drain Fields:

The primary soil type on this site has limitations for septic system due to slopes. In these conditions, filter lines must be placed on the contour. Many septic systems are installed on this soil type in the county and function without issues if designed, installed, and maintained by qualified specialists. There is no evidence that the septic system which accommodates the existing residence has any issues. Septic systems must be designed, installed, and inspected by qualified specialists.

Drainage, Erosion Control, and Site Access:

Erosion is best controlled through the use of vegetative cover and by keeping disturbance to a minimum or aligned to the natural land contour. Establishing vegetative cover and mulching are best management practices which should be used extensively during disturbance until a thick cover has regrown to minimize soil erosion. Tillage is a limitation. In agricultural settings, returning crop residue to the soil and regularly adding other organic material help to maintain productivity, prevent crusting, and improve tillage. A cover of grasses and legumes improves tillage and helps to control erosion. Bromegrass; orchardgrass, tall fescue, and alfalfa are suitable. A no-till method of seeding or pasture renovation helps to establish forage species and control erosion. The plants should not be grazed or clipped until they are sufficiently established. Proper stocking rates, rotational grazing, timely deferment of grazing, and applications of fertilizer help to keep the pasture in good condition.

This proposed property is accessed via Red Gates Road. Access is gained through an existing lane which is attached to the adjacent farm lane. The proposal is seeking to gain enough frontage to connect the property to Red Gates Road. Line of sight and visibility appeared adequate during the site visit. A small waterway runs under Red Gates Road in this area and providing adequate drainage while accommodating this drive will likely be an issue.

Bedrock Geology:

The bedrock geology mapping for a majority of this parcel (1.69 acres) indicates that the upper level bedrock under this parcel is Galena-Platteville dolomite. The Galena-Platteville Unit, consisting of the Ordovician Platteville and Galena Groups, is predominantly pure limestone and dolomite, while the Maquoketa Unit consists of dolomitic shale, argillaceous dolomite, and limestone assigned to the Ordovician Maquoketa Group. Where present within about 25-125 ft. of the bedrock surface, weathering and dissolution of the carbonate rocks (limestone and dolomite) of the Galena-Platteville and Maquoketa Units has resulted in enough secondary porosity and permeability that part or all of the units may be included in the shallow bedrock aquifer. The combined thickness of the Galena-Platteville and Maquoketa Units ranges from 100-610 ft., increasing eastward. A map referencing the geology for the area is attached.

EcoCAT Natural Resources Review Results:

The Illinois Department of Natural Resources Ecological Compliance Assessment Tool (EcoCAT) finds that the Illinois Natural Heritage Database identifies the pallid shiner (*Hybopsis amnis*) as potentially being in the vicinity of the proposed parcel.

The pallid shiner prefers the quiet to sluggish flows of large lowland rivers and their sloughs and impoundments, over substrates of sand or mud. Spawning occurs from late May through July. The body slender and fragile, back pale olive yellow, sides silvery, belly silvery white, and fins unpigmented. Length of adult fish is 2 inches (51 mm).

The pallid shiner inhabits large rivers and streams, often at the end of sand and gravel bars. Primarily found over sand and mud in shallow, slow-moving, moderately clear, warm and well-oxygenated waters in impoundments with little or no current. Distribution in the state includes the Mississippi River and the lower portions of major tributaries.

Virtually nothing is known about the phenology of this species except that they most likely spawn in March. Access to the floodplains for spawning may be essential for the reproduction and survival of the pallid shiner.

It is unknown how this proposal may affect the pallid shiner. It does not likely exist in the waterway on site, but may use downstream waters as spawning habitat or nursery areas. Due to this, best management practices must be implemented to minimize any danger to the species. Re-routing access to the home from the road frontage could contribute negative impacts to downstream waters if not managed properly.

Floodplain Review:

This proposed parcel does not lie within the Flood Zone, per the Federal Emergency Management Agency (FEMA) mapping. FEMA floodplain designations are limited to larger watersheds, although bottomland areas of smaller creeks are still subject to flooding, so local knowledge and common sense apply. Local topology indicates little expectation of flood risk.

Wetland Review:

There are no wetlands identified by the U.S. Fish and Wildlife Service National Wetland Inventory maps for this parcel of land.

Watershed Information:

This parcel lies in the Galena River watershed (10 digit hydrologic unit code 0706000503) and at the 12 digit hydrologic unit code level 070600050307 (*see attached watershed map*). The Galena River is considered “impaired” as listed on the Illinois Environmental Protection Agency’s (IEPA) 303(d) list of impaired waters. Causes for this impairment are listed as: alteration in stream-side or littoral vegetative covers, sedimentation/siltation, high total suspended solids, high levels of zinc, high levels of polychlorinated biphenyls, fecal coliform, and bottom deposits. Sources of this impairment are listed as channelization, livestock (grazing or feeding operations), urban runoff/storm sewers, impacts from abandoned mine lands, and unknown sources.

Aquifer Sensitivity:

The aquifer sensitivity for the entirety of this proposed parcel is classified as highly sensitive. This sensitivity describes the potential for aquifers to become contaminated from surface disposal of waste. An aquifer is defined as a geologic material that readily supplies useful

volumes of water rapidly to small diameter wells or to streams. Aquifer sensitivity is defined by the USEPA as the relative ease with which a contaminant of any kind applied on or near the land surface can migrate to an aquifer. It is a function of the characteristics of geologic materials, and is not dependent on land use or contaminant characteristics.

Fencing and Relationship with Adjacent Agricultural Lands:

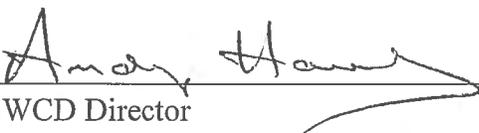
Fencing is often used along property lines to distinguish between different properties and for agricultural uses, especially to confine livestock that may utilize areas adjacent to a parcel of land. An agreement between adjacent landowners to share fencing responsibilities will help to ensure sound maintenance responsibilities are practiced.

Noise, dust, and odors related to normal farm management activities should be considered part of the rural character of the land. Respecting and understanding the rights a landowner has to continue farming operations on adjacent agricultural land is expected in a rural residential setting. A booklet called: "The Code of Country Living" is available at no charge from the County Zoning and Building Office. It lists many of the items to consider when building a new residence in a rural area. A digital version of this booklet and information on building and zoning requirements may be obtained from the building and Zoning website, found at: www.jodaviess.org.

Opinion:

It is the general policy of the Jo Daviess Soil and Water Conservation District (SWCD) Board of Directors to encourage the conservation of natural resources and protection of productive agricultural land.

Opinion outlined and approved by the SWCD Board of Directors June 15, 2016.


SWCD Director _____ Date 6-15-16

Attachments:

- Average LE Score and Slope Calculator.
- EcoCAT Natural Resources Review Report.
- Combination Aerial Map and USDA Soil Survey Location Map.
- Bedrock Geology Map.
- Topographic Map.
- Watershed Map.
- Aquifer Sensitivity Map.



Applicant: NRCS Elizabeth
Contact: Mike Malon
Address: 227 N. Main
PO Box 502
Elizabeth, IL 61028

IDNR Project Number: 1611750
Date: 06/13/2016

Project: Red Gates
Address: Red Gates Rd, Galena

Description: Conservation Planning

Natural Resource Review Results

This project was submitted for information only. It is not a consultation under Part 1075.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Pallid Shiner (*Hybopsis amnis*)

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Jo Daviess

Township, Range, Section:
28N, 1W, 14



IL Department of Natural Resources
Contact
Impact Assessment Section
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
U.S. Department of Agriculture

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

IDNR Project Number: 1611750

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

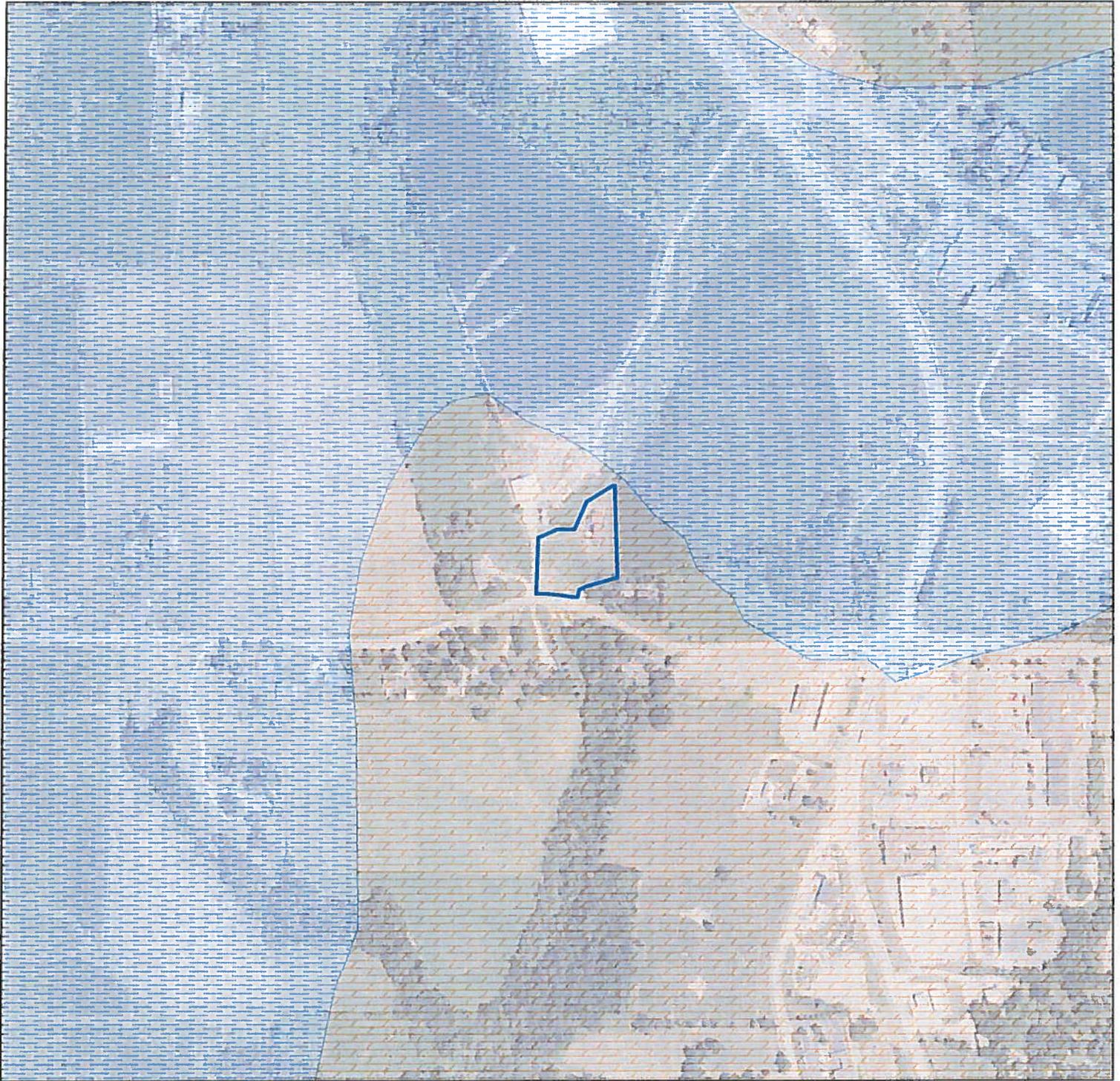
Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

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Bedrock Geology Map

Customer: Mark Einsweiler
Jo Daviess County Soil and Water Conservation District

Date: June 2016

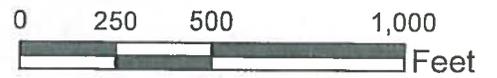


Legend

-  Proposed Boundary
-  Ordovician - Galena-Platteville Dolomite
-  Ordovician - Maquoketa Shale
-  Silurian - Undifferentiated



Data Source: 2015 Ortho Imagery
1:6,000 scale or 1" = 500'



Legend

 Proposed Boundary

 2' Contours



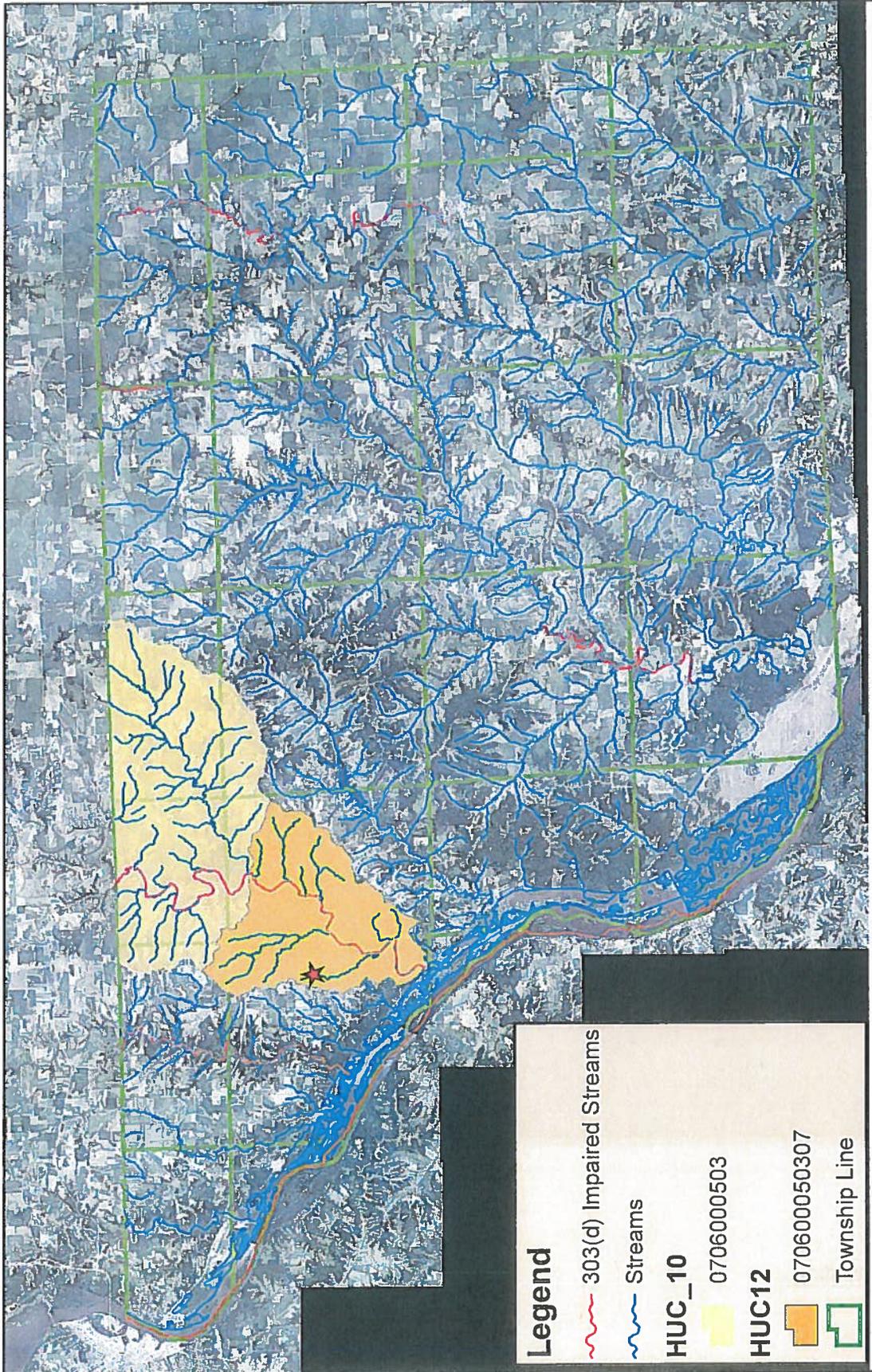
Data Source: 2015 Ortho Imagery
1:6,000 scale or 1" = 500'



Watershed Map

Customer: Mark Einsweiler
Jo Daviess County Soil and Water Conservation District

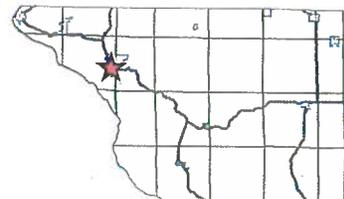
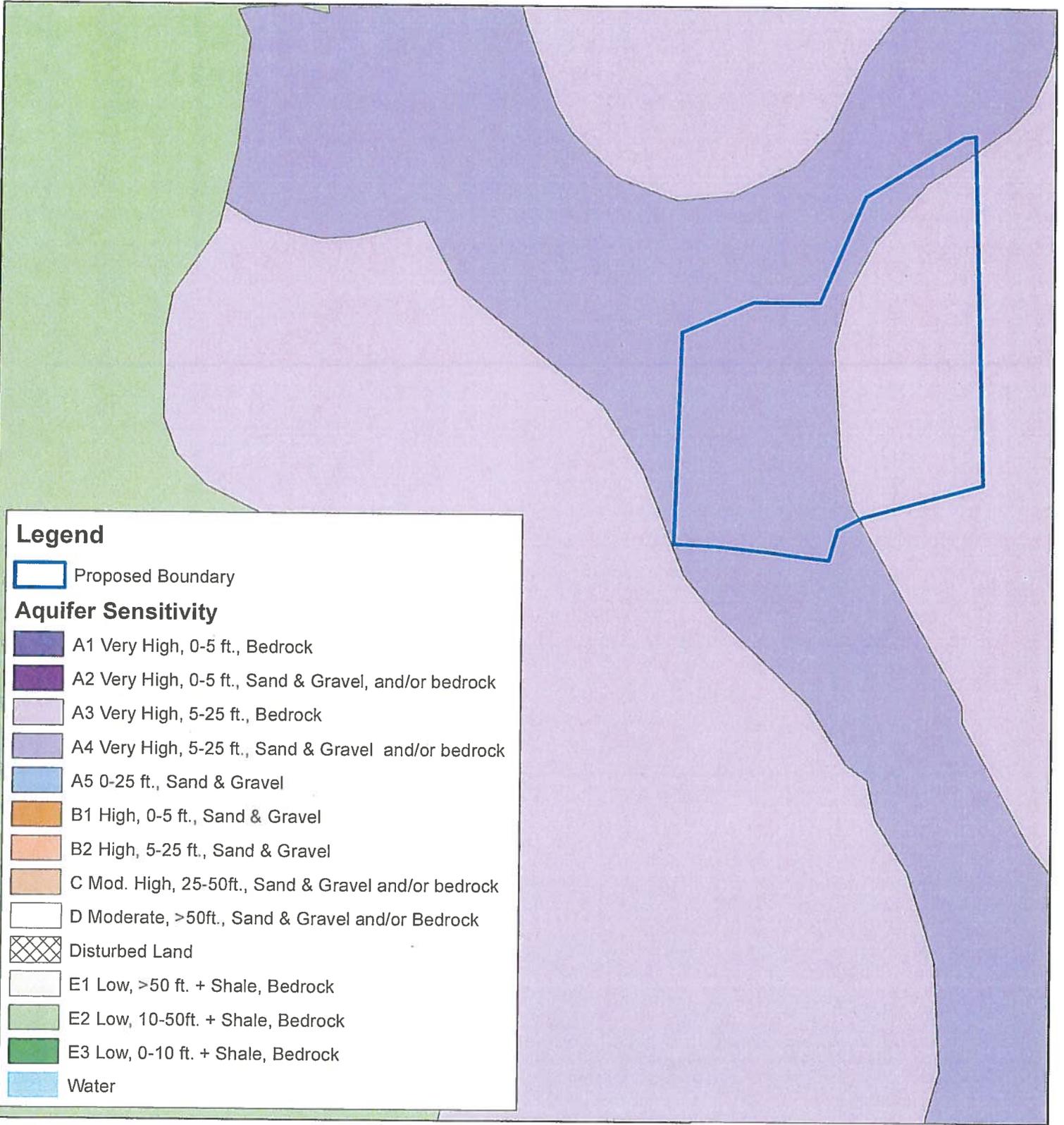
Date: June 2016



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Aquifer Sensitivity Map

Customer: Mark Einsweiler
Jo Daviess County Soil and Water Conservation District

Date: June 2016



Data Source: 2015 Ortho Imagery
1:1,800 scale or 1" = 150'

Ordinance #0-16-_____

**AN ORDINANCE AMENDING CHAPTER 97.14, “CONSTRUCTION AND REPAIR OF
SIDEWALKS AND DRIVEWAYS”, OF THE GALENA CODE OF ORDINANCES**

WHEREAS, Chapter 97.14 of the Galena Code of Ordinances sets forth standards for sidewalk construction in certain areas of the Galena National Register Historic District; and

WHEREAS, subsection (D) of Chapter 97.14 requires sidewalks in certain areas of the National Register Historic District, including those in downtown Galena, be constructed with an exposed aggregate finish; and

WHEREAS, exposed aggregate can be more prone to damage from freezing, thawing, and deicers than broomed finished concrete; and

WHEREAS, in recent years the City of Galena has experienced premature degradation of sidewalks in the downtown constructed with an exposed aggregate finish; and

WHEREAS, the use of deicers to clear snow and ice from the streets and sidewalks in the downtown is necessary for the public safety, but is also believed to be a factor in the degradation of the sidewalks; and

WHEREAS, the City seeks to modify the specifications for concrete sidewalks in the downtown to achieve the improved durability, a safe surface for pedestrians, and aesthetic appeal appropriate to the historic district.

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

SECTION I: Chapter 97.14 (D) of the Galena Code of Ordinances shall be amended as follows:

(D) Notwithstanding any other provisions contained herein, sidewalks constructed within the following areas of the city shall be constructed with a concrete which has an exposed aggregate finish, the specifications for which shall be included in the general specifications for the construction of sidewalks on file at City Hall, Galena, Illinois:

- ~~—Main Street (from Meeker Street to Floodgate)~~
- ~~—Commerce Street (from Franklin Street to Warren Street)~~

- ~~—Green Street (from Bench Street to Commerce Street)~~
- ~~—Washington Street (from Bench Street to Commerce Street)~~
- ~~—Hill Street (from Bench Street to Commerce Street)~~
- ~~—Perry Street (from Bench Street to Commerce Street)~~
- ~~—Franklin Street (from Bench Street to Commerce Street)~~
- ~~—Diagonal Street (from Bench Street to Main Street)~~
- Park Avenue (from Benton Street to Adams Street)
- Bouthillier Street (from railroad tracks to Fourth Street)
- Prospect Street (from Elk Street to Gear Street)
- ~~—Warren Street (from Commerce Street to Bench Street)~~
- Bench Street (from Meeker Street to Gear Street)

SECTION II: Chapter 97.14 (E) of the Galena Code of Ordinances shall be renumbered to Chapter 97.14 (F) and the following shall be inserted as Chapter 97.14 (E):

Notwithstanding any other provisions contained herein, sidewalks constructed within the following areas of the city shall be constructed with a concrete which has a broomed and colored finish, the specifications for which shall be included in the general specifications for the construction of sidewalks on file at City Hall, Galena, Illinois:

- Main Street (from Meeker Street to Floodgate)
- Commerce Street (from Franklin Street to Warren Street)
- Green Street (from Bench Street to Commerce Street)
- Washington Street (from Bench Street to Commerce Street)
- Hill Street (from Bench Street to Commerce Street)
- Perry Street (from Bench Street to Commerce Street)
- Franklin Street (from Bench Street to Commerce Street)
- Diagonal Street (from Bench Street to Main Street)
- Warren Street (from Commerce Street to Bench Street)

SECTION 3: All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby repealed.

SECTION 4 Passed on this _____ day of _____, 2016, in open session of the Galena City Council.

AYES:

NAYS:

TERRY RENNER, MAYOR

ATTEST:

MARY BETH HYDE, CITY CLERK

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
5 ALARM FIRE & SAFETY EQU (173)							
157910-1	1	Invoice	NEW HURST EQUIPMEN	06/30/2016	42,892.00		22.22.840.00
Total 5 ALARM FIRE & SAFETY EQU (173):					42,892.00		
A & T POOLS AND SPAS (120252)							
1570	1	Invoice	CHEMICALS	07/10/2016	36.00		59.55.656.00
Total A & T POOLS AND SPAS (120252):					36.00		
ABDUL-AZIZ, AISHAH (120274)							
060716	1	Invoice	PRESCRIPTION LENSES	06/07/2016	198.00		22.22.652.00
Total ABDUL-AZIZ, AISHAH (120274):					198.00		
AMERICAN WATER ENTERPRISES (1005)							
EMCI-00000	1	Invoice	WATER CONTRACT	07/18/2016	26,304.30		51.42.515.00
EMCI-00000	2	Invoice	SEWER CONTRACT	07/18/2016	26,304.30		51.42.515.00
Total AMERICAN WATER ENTERPRISES (1005):					52,608.60		
AT & T (LOCAL) (103)							
071516	1	Invoice	POOL/PHONE	07/15/2016	29.34		59.55.552.00
071516	2	Invoice	PUBLIC WORKS/PHONE	07/15/2016	43.52		01.41.552.00
071516	3	Invoice	FIRE DEPARTMENT/PHO	07/15/2016	103.42		22.22.552.00
071516	4	Invoice	EMS/PHONE	07/15/2016	28.15		12.10.552.00
071516	5	Invoice	POLICE/PHONE	07/15/2016	564.69		01.21.552.00
071516	6	Invoice	FIRE DEPARTMENT/PHO	07/15/2016	32.51		22.22.552.00
071516	7	Invoice	ADMINISTRATION/PHON	07/15/2016	227.95		01.13.552.00
071516	8	Invoice	FLOOD CONTROL/PHON	07/15/2016	28.15		20.25.515.00
071516	9	Invoice	ADMINISTRATION/PHON	07/15/2016	108.89		01.13.552.00
Total AT & T (LOCAL) (103):					1,166.62		
AT & T LONG DISTANCE (119065)							
072016	1	Invoice	POOL/LONG DISTANCE	07/20/2016	10.62		59.55.552.00
072016	2	Invoice	PUBLIC WORKS/LONG DI	07/20/2016	.33		01.41.552.00
072016	3	Invoice	FIRE DEPARTMENT/LON	07/20/2016	.02		22.22.552.00
072016	4	Invoice	POLICE/LONG DISTANCE	07/20/2016	20.84		01.21.552.00
072016	5	Invoice	ADMINISTRATION/LONG	07/20/2016	76.97		01.13.552.00
Total AT & T LONG DISTANCE (119065):					108.78		
BEAUREGARD, KELLY (120270)							
072016	1	Invoice	ITINERANT MERCHANT R	07/20/2016	25.00		01.11.912.00
Total BEAUREGARD, KELLY (120270):					25.00		
CARD SERVICE CENTER (119840)							
072016	1	Invoice	OFFICE SUPPLIES	07/20/2016	375.28		01.13.651.02
072016	2	Invoice	APA DUES	07/20/2016	325.00		01.16.561.00
072016	3	Invoice	CREATIVE CLOUD	07/20/2016	21.24		01.16.563.00
072016	4	Invoice	IMAC COMPUTER	07/20/2016	684.00		01.16.830.01
072016	5	Invoice	POLICE TRAINING	07/20/2016	264.50		01.21.562.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
072016	6	Invoice	MISC. SUPPLIES	07/20/2016	157.89		01.41.652.04
072016	7	Invoice	COMPUTER EQUIPMENT	07/20/2016	2,173.98		01.45.830.00
072016	8	Invoice	ELECTRIC	07/20/2016	238.58		17.52.571.01
072016	9	Invoice	VOLLEYBALL NETS	07/20/2016	255.06		17.52.820.06
072016	10	Invoice	EXCHANGE ON LINE	07/20/2016	119.00		51.42.929.00
072016	11	Invoice	OFFICE SUPPLIES	07/20/2016	23.81		59.55.651.00
Total CARD SERVICE CENTER (119840):					4,638.34		
CIVIL CONSTRUCTORS, INC. (1122)							
14711	1	Invoice	BARN PROJECT/PAVING	06/30/2016	9,075.00		22.22.840.05
14713	1	Invoice	ROAD REPAIR	06/30/2016	1,264.00		01.41.614.05
Total CIVIL CONSTRUCTORS, INC. (1122):					10,339.00		
DECKER SUPPLY CO., INC. (867)							
892114	1	Invoice	TRAFFIC SIGNS	07/12/2016	67.42		01.41.652.04
Total DECKER SUPPLY CO., INC. (867):					67.42		
DOIG, KATHLEEN (119339)							
072516	1	Invoice	MARKET HOUSE RESTR	07/25/2016	225.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					225.00		
ELITE PLUMBING (120136)							
3346	1	Invoice	GRANT PARK/REC PARK	07/13/2016	200.14		17.52.820.06
Total ELITE PLUMBING (120136):					200.14		
FARNER BOCKEN COMPANY (792)							
4964921	1	Invoice	CONCESSION SUPPLIES	07/08/2016	863.96		59.55.652.05
4982565	1	Invoice	CONCESSION SUPPLIES	07/14/2016	582.31		59.55.652.05
4982566	1	Invoice	CONCESSION SUPPLIES	07/14/2016	131.78		59.55.652.05
Total FARNER BOCKEN COMPANY (792):					1,578.05		
FELD FIRE (119879)							
0298052	2	Adjustmen	AIR MASK	06/30/2016	293.00-		22.22.652.00
0298052-2	1	Invoice	AIR MASK	06/30/2016	43.00		22.22.652.00
0298619	1	Invoice	OPERATING MATERIALS	07/15/2016	531.00		22.22.652.00
Total FELD FIRE (119879):					281.00		
GALENA CHRYSLER (82)							
63863	1	Invoice	SQUAD 2 MAINTENANCE	06/08/2016	70.91		01.21.513.06
64025	1	Invoice	SQUAD 3 MAINTENANCE	06/22/2016	318.10		01.21.513.06
64043	1	Invoice	SQUAD 6 MAINTENANCE	06/23/2016	245.59		01.21.513.06
Total GALENA CHRYSLER (82):					634.60		
GALENA GAZETTE (34)							
00049874	1	Invoice	PUBLIC NOTICE	06/21/2016	37.05		01.14.553.00
00050233	1	Invoice	PUBLIC INPUT MEETING	07/11/2016	177.60		01.16.553.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA GAZETTE (34):					214.65		
GALENA LUMBER CO. (85)							
072016	1	Invoice	STORM SEWER	07/20/2016	56.25		01.41.514.06
072016	2	Invoice	KIOSK/MISC. MATERIALS	07/20/2016	1,061.28		01.41.614.04
072016	3	Invoice	POSTS FOR 4TH OF JUL	07/20/2016	117.68		17.52.652.00
072016	4	Invoice	MISC. REPAIRS	07/20/2016	393.02		17.52.820.06
Total GALENA LUMBER CO. (85):					1,628.23		
GALL'S, INC. (712)							
005640011	1	Invoice	UNIFORMS/TONY	06/30/2016	134.37		01.21.471.15
005640561	1	Invoice	UNIFORMS/TONY	06/30/2016	28.76		01.21.471.15
05657140	1	Invoice	UNIFORMS/TONY	07/05/2016	118.94		01.21.471.15
Total GALL'S, INC. (712):					282.07		
HALSTEAD, MARY L. (119966)							
072516	1	Invoice	CITY HALL JANITOR	07/25/2016	240.00		01.13.511.07
072516	2	Invoice	PUBLIC RESTROOMS AT	07/25/2016	225.00		01.13.511.08
072516	3	Invoice	PARKS RESTROOMS	07/25/2016	675.00		17.52.422.00
Total HALSTEAD, MARY L. (119966):					1,140.00		
HEALTHCARE SERVICE CORPORATION (118931)							
070116	1	Invoice	HEALTH INSURANCE	07/01/2016	28,308.10		01.13.451.00
070116	2	Invoice	HSA/FAMILY/EMPLOYEE	07/01/2016	4,361.00		01.218.0
070116	3	Invoice	PPO/BLUE CROSS BLUE	07/01/2016	396.00		01.218.0
070116	4	Invoice	WESTEMEIER/INSURAN	07/01/2016	1,014.15		78.32.464.02
070216	1	Invoice	HSA/FAMILY/EMPLOYEE	07/02/2016	4,361.00		01.218.0
070216	2	Invoice	PPO/BLUE CROSS BLUE	07/02/2016	396.00		01.218.0
070216	3	Invoice	HEALTH INSURANCE	07/02/2016	29,833.18		01.13.451.00
070216	4	Invoice	WESTEMEIER/INSURAN	07/02/2016	1,014.15		78.32.464.02
Total HEALTHCARE SERVICE CORPORATION (118931):					69,683.58		
IFIBER (119998)							
1603096	1	Invoice	IFIBER CONNECTION	07/01/2016	300.00		22.22.652.00
Total IFIBER (119998):					300.00		
IIW ENGINEERS & SURVEYORS, PC (260)							
64484	1	Invoice	DESIGN	06/30/2016	703.00		01.41.890.04
Total IIW ENGINEERS & SURVEYORS, PC (260):					703.00		
ILLINOIS FIRE STORE (119034)							
37757	1	Invoice	NOMEX HOODS	07/14/2016	20.94		22.22.840.00
Total ILLINOIS FIRE STORE (119034):					20.94		
JDWI (235)							
41077	1	Invoice	SR. VAN SERVICES	06/30/2016	833.00		01.13.542.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JDWI (235):					833.00		
JO CARROLL ENERGY, INC. (397)							
071516	1	Invoice	ELECTRIC (STREET LIGH	07/15/2016	551.09		15.41.572.00
071516	2	Invoice	PUBLIC WORKS/ELECTRI	07/15/2016	352.12		01.41.571.01
071516	3	Invoice	PARKS/ELECTRIC	07/15/2016	293.64		17.52.571.01
071516	4	Invoice	FIRE/ELECTRIC	07/15/2016	60.99		22.22.576.01
071516	5	Invoice	POOL	07/15/2016	2,454.50		59.55.571.01
Total JO CARROLL ENERGY, INC. (397):					3,712.34		
JOHN DEERE FINANCIAL (119690)							
071516	1	Invoice	GLOVES	07/15/2016	21.98		01.41.471.09
071516	2	Invoice	EQUIPMENT	07/15/2016	51.99		17.52.514.00
Total JOHN DEERE FINANCIAL (119690):					73.97		
LAWSON PRODUCTS, INC. (627)							
9304206803	1	Invoice	SUPPLIES	07/05/2016	121.48		01.41.652.00
9304212715	1	Invoice	SAFETY GLASSES	07/07/2016	84.39		01.41.652.05
Total LAWSON PRODUCTS, INC. (627):					205.87		
LEXISNEXIS RISK SOLUTIONS (376)							
1343164-201	1	Invoice	INVESTIGATION PROGR	06/30/2016	33.40		01.21.652.03
Total LEXISNEXIS RISK SOLUTIONS (376):					33.40		
LIFELINE SCREENING (120273)							
032416	1	Invoice	DEPOSIT REFUND	03/24/2016	200.00		58.54.929.00
Total LIFELINE SCREENING (120273):					200.00		
MATTINEN, LUCY (120271)							
072016	1	Invoice	POOL PASS REFUND	07/20/2016	35.00		59.55.929.00
Total MATTINEN, LUCY (120271):					35.00		
MIDWEST MEDICAL CENTER (119435)							
17000575	1	Invoice	NEW MEMBER PHYSICA	07/03/2016	70.00		22.22.929.00
Total MIDWEST MEDICAL CENTER (119435):					70.00		
MIKELSON, DAVE (120272)							
072016	1	Invoice	DEPOSIT REFUND	07/20/2016	200.00		58.54.929.00
Total MIKELSON, DAVE (120272):					200.00		
MOBOTREX (120256)							
213513	1	Invoice	TRAFFIC SIGNAL	07/05/2016	104.00		15.41.514.06
Total MOBOTREX (120256):					104.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
MOTOROLA SOLUTIONS - STARCOM (119812)							
2416053120	1	Invoice	MONTHLY RATE FOR ST	07/01/2016	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
MURRAY, B. L. CO. INC. (135)							
91188	1	Invoice	TRASH CANS	07/07/2016	58.10		17.52.652.00
Total MURRAY, B. L. CO. INC. (135):					58.10		
NAPA AUTO PARTS (79)							
071516	1	Invoice	EQUIPMENT	07/15/2016	57.97		17.52.514.00
071516	2	Invoice	fuel	07/15/2016	21.96		17.52.655.03
071516	3	Invoice	REPAIRS	07/15/2016	129.95		59.55.511.01
Total NAPA AUTO PARTS (79):					209.88		
O'HERRON CO.INC., RAY (548)							
1638760	1	Invoice	UNIFORMS/KEITH & DEVI	07/07/2016	291.29		01.21.471.15
1640435	1	Invoice	MISC. UNIFORMS	07/14/2016	80.58		01.21.471.15
1641170	1	Invoice	UNIFORMS/TONY	07/18/2016	62.89		01.21.471.15
Total O'HERRON CO.INC., RAY (548):					434.76		
PERFECTION LAWN CARE (119990)							
1397	1	Invoice	DEPOT GROUNDS MAIN	07/07/2016	100.00		01.13.511.03
1397	2	Invoice	DEPOT GROUNDS MAIN	07/07/2016	150.00		52.43.549.00
Total PERFECTION LAWN CARE (119990):					250.00		
PF PETTIBONE & CO (395)							
34753	1	Invoice	FORMS	01/08/2016	82.17		01.21.554.00
Total PF PETTIBONE & CO (395):					82.17		
PLIC - SBD GRAND ISLAND (120208)							
070116	1	Invoice	DENTAL INSURANCE	07/01/2016	1,834.39		01.13.451.01
Total PLIC - SBD GRAND ISLAND (120208):					1,834.39		
SECRETARY OF STATE (515)							
072016	1	Invoice	NOTARY PUBLIC	07/20/2016	10.00		01.21.651.00
Total SECRETARY OF STATE (515):					10.00		
SHERWIN-WILLIAMS CO (331)							
9523-6	1	Invoice	PAVEMENT MARKING	05/26/2016	695.50		01.41.514.01
Total SHERWIN-WILLIAMS CO (331):					695.50		
STATE OF ILLINOIS/FIRE MARSHAL (445)							
9559248	1	Invoice	BOILER INSEPCTION	07/12/2016	70.00		58.54.511.00
9559248	2	Invoice	BOILER INSEPCTION	07/12/2016	70.00		22.22.611.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total STATE OF ILLINOIS/FIRE MARSHAL (445):					140.00		
STEEL MART (567)							
361567	1	Invoice	STORM DRAIN	07/11/2016	33.03		01.41.514.06
Total STEEL MART (567):					33.03		
STEPHENSON SERVICE CO. (119230)							
063016	1	Invoice	FUEL	06/30/2016	1,004.93		01.41.655.00
Total STEPHENSON SERVICE CO. (119230):					1,004.93		
STRAND ASSOCIATES, INC. (954)							
0121955	1	Invoice	CITY HALL SOLAR	07/15/2016	555.72		01.41.863.15
Total STRAND ASSOCIATES, INC. (954):					555.72		
TOP NOTCH PLUMBING, HEATING (625)							
105837	1	Invoice	ROOFTOP HEATING/CO	07/06/2016	541.05		58.54.511.00
106106	1	Invoice	BALCONY OVERHEAD LI	06/30/2016	2,303.79		58.54.511.00
106187	1	Invoice	MAINTENANCE	07/07/2016	253.34		58.54.511.00
Total TOP NOTCH PLUMBING, HEATING (625):					3,098.18		
US BANK TRUST (BOND) (577)							
071316	1	Invoice	BOND FEES	07/13/2016	450.00		01.13.730.00
Total US BANK TRUST (BOND) (577):					450.00		
VALLEY PERENNIALS (118994)							
6968	1	Invoice	DEPOT PARKING LOT	07/13/2016	59.98		17.52.652.00
Total VALLEY PERENNIALS (118994):					59.98		
VERIZON WIRELESS (316)							
070116	1	Invoice	VERIZON JET PACK FOR	07/01/2016	38.01		01.21.652.03
071516	1	Invoice	FIRE DEPARTMENT/VERI	07/15/2016	76.02		22.22.655.00
072316	1	Invoice	PAY & DISPLAY	07/23/2016	25.08		01.21.537.00
Total VERIZON WIRELESS (316):					139.11		
WAL-MART COMMUNITY (CC) (1258)							
072016	1	Invoice	JANITOR SUPPLIES	07/20/2016	13.38		01.13.654.00
072016	2	Invoice	EXPO SUPPLIES	07/20/2016	17.70		01.21.549.00
072016	3	Invoice	OFFICE SUPPLIES	07/20/2016	136.62		01.21.651.00
072016	4	Invoice	CLOTHING	07/20/2016	30.64		01.41.471.09
072016	5	Invoice	SUPPLIES	07/20/2016	27.08		01.41.652.00
072016	6	Invoice	SUPPLIES	07/20/2016	71.97		17.52.652.00
072016	7	Invoice	PROGRAM SUPPLIES	07/20/2016	54.38		59.55.652.04
072016	8	Invoice	CONCESSION SUPPLIES	07/20/2016	86.58		59.55.652.05
072016	9	Invoice	JANITOR SUPPLIES	07/20/2016	15.86		59.55.654.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total WAL-MART COMMUNITY (CC) (1258):					454.21		
WATERWAY ILLINOIS, INC. (120173)							
1507	1	Invoice	HOSE/LADDER TESTING	07/16/2016	2,488.38		22.22.613.00
Total WATERWAY ILLINOIS, INC. (120173):					2,488.38		
WEX BANK (119104)							
071916	1	Invoice	PARKS-GAS	07/19/2016	252.36		17.52.655.03
071916	2	Invoice	PUBLIC WORKS-GAS	07/19/2016	1,237.55		01.41.655.00
071916	3	Invoice	POLICE-GAS	07/19/2016	1,360.01		01.21.655.00
071916	4	Invoice	FIRE-GAS	07/19/2016	248.77		22.22.655.00
071916	5	Invoice	BUILDING-GAS	07/19/2016	73.85		01.46.655.00
Total WEX BANK (119104):					3,172.54		
WHITE CONSTRUCTION CO., INC. (119359)							
072016	1	Invoice	TURNER HALL JANITORI	07/20/2016	350.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					350.00		
WILLS FEED & FARM SUPPLY (209)							
08687	1	Invoice	SUPPLIES	04/15/2016	92.00		17.52.652.00
Total WILLS FEED & FARM SUPPLY (209):					92.00		
ZARNOTH BRUSH WORKS INC. (212)							
0160722	1	Invoice	SWEEPER	06/27/2016	495.50		01.41.613.11
Total ZARNOTH BRUSH WORKS INC. (212):					495.50		
Grand Totals:					210,556.98		

Report GL Period Summary

Vendor number hash: 3494709
 Vendor number hash - split: 6853322
 Total number of invoices: 74
 Total number of transactions: 129

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	210,556.98	210,556.98
Grand Totals:	210,556.98	210,556.98