



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, AUGUST 8, 2016

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

ITEM	DESCRIPTION
16C-0321.	Call to Order by Presiding Officer
16C-0322.	Roll Call
16C-0323.	Establishment of Quorum
16C-0324.	Pledge of Allegiance
16C-0325.	Reports of Standing Committees
16C-0326.	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

None.

LIQUOR COMMISSION

None.

CONSENT AGENDA CA16-15

ITEM	DESCRIPTION	PAGE
16C-0327.	Approval of the Minutes of the Regular City Council Meeting of July 25, 2016	4-11
16C-0328.	Approval of Contract Addition with WHKS Engineers for Gear Street Engineering	12-13
16C-0329.	Approval of a Request by Midwest Medical Center to Conduct the 12 th Annual Fun Run/Walk on the Galena River Trail, 9:00 a.m., October 1, 2016	14

ITEM	DESCRIPTION	PAGE
16C-0331.	Acceptance of June Financial Report	--

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
16C-0306.	Second Reading of an Ordinance to Execute an Annexation Agreement Between Patrick and Kristine McCarthy for 31.88 Acres Commonly Known as the Palace Campground	15-42
16C-0307.	Second Reading of an Ordinance Annexing 31.88 Acres of Commonly Known as the Palace Campground	43-45
16C-0310.	Discussion and Possible Action on Destination Marketing Services Agreement and Greater Galena Marketing, Inc., DBA Galena/Jo Daviess Office of Tourism	46-60
16C-0312.	Discussion and Possible Action on Initiating a Zoning Text Amendment to Allow Short Term Vacation Rental Units in the City of Galena.	--
16C-0315.	Second Reading and Possible Approval of an Ordinance Amending Chapter 97.14 of the <u>Galena Code of Ordinances</u> Pertaining to Downtown Sidewalk Construction Standards	61-63

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
16C-0332.	First Reading of an Ordinance Amending the Text of Chapter §154.202 of the Zoning Ordinance, Residential Principal and Major Accessory Structures Bulk Standards, to Allow Front Facing Garages in Front of the Principal Façade of the Dwelling	64
16C-0333.	Discussion and Possible Action on 2016 Street Paving Contract	65-66
16C-0334.	Discussion and Possible Action on a Contract for Turner Hall Exterior Cleaning and Sealing	67
16C-0335.	Warrants	68-73
16C-0336.	Alderspersons' Comments	
16C-0337.	City Administrator's Report	
16C-0338.	Mayor's Report	
16C-0339.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Zoning Board of Appeals	Wed. August 10	6:30 P.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. August 18	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. August 22	6:30 P.M.	City Hall, 101 Green Street
Turner Hall Committee	Thurs. Sept. 1	8:30 A.M.	Turner Hall, 115 S. Bench Street

Posted: Thursday, August 4, 2016 at 3:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 25 JULY 2016**16C-0293 – CALL TO ORDER**

Mayor Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 101 Green Street on 25 July 2016.

16C-0294 – ROLL CALL

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

16C-0295 – ESTABLISHMENT OF QUORUM

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

16C-0296– PLEDGE OF ALLEGIANCE

The Pledge was recited.

16C-0297 - REPORTS OF STANDING COMMITTEE

Turner Hall Committee – The meeting for August has been cancelled. The next meeting will be held in September.

Destination Marketing Organization Committee – Lincoln reported a meeting was held last Tuesday. The joint committee met to talk about action from the County Board the previous week. There were about 20 people there to speak in favor of moving forward. It was decided to move forward and to keep going along with the new DMO process.

16C-0298 – PUBLIC COMMENTS

Robert Mahan, 900 Third Street – Mahan noted the Council would be considering a contract for the Destination Marketing Organization Services Agreement. He was present for any questions.

Brad Petersburg, 5060 S. Blanding Road, Hanover – Petersburg stated he wanted to clarify a couple of things that were in the paper. The first was the headline stating the County Board was asking for a new election. Petersburg advised, technically, no action was taken by the County Board asking for a new election. The matter of the election was referred to the special committees and was discussed. The special committee voted 5-1 to continue forward, keep focused on the ultimate goal and put the past behind us.

Elsewhere Petersburg was also quoted as implying that if the City doesn't agree to a new election it is all over. Petersburg felt he may have miss-spoke. What he meant was the possibility of a new election would be over if the City didn't agree. The County Board voted 8-6 to move forward. The County Executive Committee is in the process of reviewing the contract. He thanked the City for their patience. The process takes a while. He hopes we continue to stay focused on the benefits of one united DMO.

Pat McCarthy, 9521 W. Buckhill Road – McCarthy advised he was available for any questions on his proposal.

James Wirth 121 S. High Street – Wirth spoke with regard to item 16C-0313. He would like the Council to provide more particulars of what this item entails. He feels it would appear to contradict the Historic Preservation Ordinance.

PUBLIC HEARING

Motion: Lincoln moved, seconded by Hahn, to open the 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.

Discussion: None.

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

The motion carried.

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

City Attorney Nack swore in those wishing to testify.

Testimony: Pat McCarthy updated the council on the discussions with regard to the erosion of the property in the ditch between the campground property and Cobblestone. Pictures were provided to the City Council. An engineer has done calculations to show the amount of water that is going down that ditch that shouldn't be going down that ditch. This is an attempt to rectify the problem. McCarthy stated he realizes most of their benefits come from the City, i.e., police, fire. They have always felt tied to the City and they would like the City to accept the proposal and allow them to annex into the City Limits.

Motion: Lincoln moved, seconded by Hahn, to close the 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.

Discussion: None.

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

The motion carried.

LIQUOR COMMISSION

Motion: Kieffer moved, seconded by Lincoln, adjourn as the City Council and reconvene as the Liquor Commission.

Discussion: None.

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

The motion carried.

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

Motion: Hahn moved, seconded by Kieffer, to approve the application for a Class D Corporation Manager Liquor License for Sophia A. Johnson by Cannova's, 247 N. Main Street, 16C-0300.

Discussion: None.

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

The motion carried.

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

Discussion: None.

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

The motion carried.

CONSENT AGENDA CA16-14

16C-0301 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 11, 2016

16C-0302 – APPROVAL OF CONTRACT WITH JACKSON CONCRETE FOR THE REPLACEMENT OF THE SIDEWALK AROUND THE SOLDIER’S MONUMENT IN GRANT PARK

16C-0303 – APPROVAL OF CONTRACT WITH WHITE CONSTRUCTION FOR INTERIOR PAINTING AT TURNER HALL

16C-0304 – APPROVAL OF THE PURCHASE OF A MOBILE SPEED SIGN FROM ALL TRAFFIC SOLUTIONS

Motion: Kieffer moved, seconded by Bernstein, to approve Consent Agenda CA16-14 as presented.

Discussion: None.

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

The motion carried.

UNFINISHED BUSINESS

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.

Motion: Hahn moved, seconded by Lincoln, to approve the second 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: Fach, Hahn, Kieffer, Lincoln, Westemeier, Bernstein, Renner
NAYS: None

The motion carried.

NEW BUSINESS

16C-0305– FIRST READING OF AN ORDINANCE RESCINDING ORDINANCES PERTAINING TO THE 2011 ANNEXATION OF THE PALACE CAMPGROUND

Motion: Kieffer moved, seconded by Hahn, to approve the first reading and waive the second reading of an ordinance rescinding ordinances pertaining to the 2011 annexation of the Palace Campground, 16C-0305.

Discussion: None.

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

The motion carried.

16C-0306–FIRST READING OF AN ORDINANCE TO EXECUTE AN ANNEXATION AGREEMENT BETWEEN PATRICK AND KRISTINE MCCARTHY FOR 31.88 ACRES COMMONLY KNOWN AS THE PALACE CAMPGROUND

Motion: Hahn moved, seconded by Lincoln, to approve the first reading of an ordinance to execute an annexation agreement between Patrick and Kristine McCarthy for 31.88 acres commonly known as the Palace Campground, 16C-0306.

Discussion: None.

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

The motion carried.

16C-0307– FIRST READING OF AN ORDINANCE ANNEXING 31.88 ACRES COMMONLY KNOWN AS THE PALACE CAMPGROUND

Motion: Westemeier moved, seconded by Kieffer, to approve the first reading of an ordinance annexing 31.88 acres commonly known as the Palace Campground, 16C-0307.

Discussion: None.

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

The motion carried.

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”

Motion: Bernstein moved, seconded by Fach, to reconsider item 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 with new information being that the

City neglected to incorporate into the previous motion the fact that the Zoning Board stated that the requirements would need to be completed prior to a building permit being issued.

Discussion: None.

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

The motion carried.

Motion: Bernstein moved, seconded by Fach, 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 necessary building permits to be issued upon completion of the following requirements:

1. An appropriate geotechnical study of the site including a slope survey to be provided to the city;
2. A Geo technical engineer be on site on an as-needed basis during all construction work;
3. A periodic certified elevation survey be performed;
4. Adequate insurance for the project be provided;
5. Geotechnical report be available to Mr. Eric Lieberman and to the public within 72 hours of receipt by the City. Notice to be posted at City Hall.

Lincoln noted when any other project of this size or nature comes before the Council, the Council gets a memorandum from Matt in which he states what has to be done. It is a given that these things must happen prior to a permit being issued. Lincoln questioned if there was some sort of a list that could be created that the applicant would have to sign off on that these are the requirements before any permits can be issued.

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

The motion carried.

16C-0309– DISCUSSION AND POSSIBLE ACTION ON INTERIM REPORT TO THE CITY COUNCIL FROM THE DEER COMMITTEE

Motion: Fach moved, seconded by Bernstein, to postpone item 16C-309 indefinitely.

16C-0310– DISCUSSION AND POSSIBLE ACTION ON DESTINATION MARKETING SERVICES AGREEMENT AND GREATER GALENA MARKETING, INC., DBA GALENA/JODAVIESS OFFICE OF TOURISM

Motion: Lincoln moved, seconded by Westemeier, to approve the Destination Marketing Services Agreement and Greater Galena Marketing, Inc., DBA Galena/JoDaviess Office of Tourism.

Discussion: Lincoln noted there are a few places where dates need to be changed or entered. Those changes will come back to the City Council once those dates are set.

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

The motion carried.

16C-0311– PRESENTATION BY THE ZONING ADMINISTRATOR AND BUILDING OFFICIAL ON FINDINGS REGARDING SHORT TERM VACATION RENTALS/GUEST ACCOMODATIONS

Matt Oldenburg, Zoning Administrator and Jonathan Miller, Building Official, gave a presentation on findings regarding short term vacation rentals/guest accommodations.

Oldenburg advised each application would have to be looked at on a case by case basis. He would look at allowing it in low/medium residential districts or neighborhood commercial. It would generally be a residence or an apartment downtown. The approval would be by special use that would run with the land. Control measures would be in place as is for the existing. If it becomes a nuisance or the City received any complaints, the license could be revoked.

Westemeier voiced concern with college fraternities renting them out for frat parties. He questioned how that would be controlled. Oldenburg felt most owners wouldn't be inclined to rent to groups like that as they wouldn't want their place trashed. He noted if this does get allowed we would need to have detailed regulations to make sure we minimize the impact for nuisances.

Oldenburg stated if the process were initiated. He would initiate a text amendment proposal for regulations. He would gather input from the community. A public hearing would be held at the Zoning Board. The Zoning Board would receive public input at that time. They could then approve or deny and forward it on to the City Council. Oldenburg noted if the City doesn't wish to pursue this, he would simply continue to do enforcement and keep things the way they are.

Mayor Renner asked that the information presented be distributed to Council to give them time to review the information. He would also like to see it hit the paper and get information back from the citizens before making a decision.

16C-0312– DISCUSSION AND POSSIBLE ACTION ON INITIATING A ZONING TEXT AMENDMENT TO ALLOW SHORT TERM VACATION RENTAL UNITS IN THE CITY OF GALENA

Motion: Hahn moved, seconded by Westemeier, to table item 16C-0312.

16C-0313– DISCUSSION AND POSSIBLE ACTION 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

Motion: Hahn moved, seconded by Bernstein, to approve 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, 16C-0313.

Discussion: Oldenburg advised a Public Hearing was held at the Zoning Board. When the 2005 Zoning Ordinance was passed, there was a footnote that front facing garages need to be 8 feet behind the front of the dwelling. This created issues for infill development and houses being built in existing neighborhoods. Nate Kieffer held one meeting to change this. The general consensus at that time was that in some cases it might be ok. It has recently come up again. Staff feels it is time to do the amendment to allow some flexibility in cases where it might be appropriate. This amendment keeps the requirement but gives administrative oversight if a situation is appropriate. It still protects the intent of the Comprehensive Plan.

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

The motion carried.

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

Motion: Hahn moved, seconded by Kieffer, to approve the 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.

Discussion: None.

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

The motion carried.

16C-0315– FIRST READING OF AN ORDINANCE AMENDING CHAPTER 97.14 OF THE GALENA CODE OF ORDINANCES PERTAINING TO DOWNTOWN SIDEWALK CONTRUCTION STANDARDS

Motion: Bernstein moved, seconded by Fach, to approve the first reading of an ordinance amending Chapter 97.14 of the Galena Code of Ordinances pertaining to downtown sidewalk construction standards.

Discussion: Fach noted a few years ago it was exposed aggregate and now we are swinging the other way.

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

The motion carried.

16C-0316 – WARRANTS

Motion: Kieffer moved, seconded by Bernstein, to approve the Warrants as presented, 16C-0316.

Discussion: Fach questioned if written verification is received on all credit card purchases. Moran advised a receipt is provided for each purchase and there is only a small group of purchasers.

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

The motion carried.

16C-0317 – ALDERPERSONS’ COMMENTS

Dead Tree – Fach reported a dead tree on Highway 20 north of the stop lights. The tree is adjacent to where Prospect Street meets the highway. It overhangs the sidewalk. It has been dead all winter and looks like it is a hazard.

Franklin Street – Kieffer voiced concerns with cars parking along Franklin Street between Hill and Barry Streets. When cars are parked along there it doesn’t leave much room.

Thank you - Lincoln extended a special thanks to the Police, Fire Department and all emergency personnel over the past few weeks when it has been so hot. They are out in the heat more than they should have to be.

Grape Escape Anniversary Celebration – Lincoln stated he has heard mixed feelings about the anniversary celebration. He had the opportunity to attend and hopes it is something that could be continued with maybe not as many or not as loud of bands. It was a nice event.

Dead Tree – Westemeier advised there is a dead tree that is blocking the river at Hughlett's Branch. There is concern if we have major flooding this could have an effect on it.

Vacation Rental – Bernstein thanked Matt and Jonathan for being proactive on the rental issue. She thinks it is a good thing to step up to the plate before it becomes a real problem.

16C-0318 – CITY ADMINISTRATOR'S REPORT

Electronics – In an effort to minimize the number of TV's being dropped off at the recycling drop off, staff has put together a program for once a month TV drop off at City Hall. The events will be held the last Friday of each month for a cost of \$15 for each item.

Bid Documents – Bid documents are now on line so contractors can access them while the bids are live. They can be found under the Engineering Department.

RSS Feed – Moran stated he had a suggestion from a resident about RSS Feed. Subscribers would receive notifications of changes made to the website. This feature has been created on news items.

Vacation Rentals – Moran echoed the comments made by Bernstein. This is very sensitive among the Bed and Breakfast Community and it is essential to talk about.

16C-0319 – MAYOR'S REPORT

Mayor Renner thanked staff for taking the time to attend the meeting.

16C-0320 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:45 p.m.

Respectfully submitted,



Mary Beth Hyde, MMC
City Clerk

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis - City Engineer *ALewis*

DATE: 1 August 2016

RE: Gear Street Reconstruction Project
Approval of Engineering Agreement with WHKS Consultants

We were recently informed by IDOT that funding for the Gear Street reconstruction project may be approved towards the end of this year. IDOT requested the city produce a revised cost estimate and complete updates to the plans and specifications. The existing plans were last updated in October 2013 and need to be revised in accordance with new regulations from IDOT.

I have contacted our design consultant WHKS who provided an agreement to complete the proposed work. Necessary work will be completed on a time and materials basis at the hourly rates detailed in the attached fee schedule. The majority of the work will be completed by engineering technicians and a design engineer. All engineering costs incurred by the city will be reimbursed by IDOT in accordance with the joint agreement.

I seek approval from the city council for WHKS Consultants to complete updates and cost estimate for the Gear Street plans and specification at the proposed hourly rates.



EXHIBIT A

RE: Galena, IL
Gear Street Project
 Engineering Services

WHKS & Co. Schedule of Hourly Billing Rates

Effective January 1, 2016

Principal	\$ 209.00
Project Manager	\$ 151.00
Project Engineer	\$ 128.00
Land Surveyor	\$ 135.00
Design Engineer	\$ 88.00
Survey Crew (1-Person)	\$ 87.00
*Survey Crew (2-Person)	\$ 152.00
*Survey Crew (3-Person)	\$ 202.00
*Engineering Technician II	\$ 72.00
*Engineering Technician I	\$ 64.00
*Clerical	\$ 51.00

Reimbursable expenses include mileage at current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, telephone calls, cost of recording documents, permit fees, etc.

***NOTE:** Time and a half pay applies for overtime, if applicable.



One Medical Center Drive • Galena, Illinois 61036
Phone: (815) 777-1340 Fax: (815) 776-7274
www.MidwestMedicalCenter.org

July 21, 2016

Mr. Mark Moran and Members of the Galena City Council;

It is the intention of Midwest Medical Center and the Midwest Health & Fitness Center to conduct its 12th Annual Fun Walk/Run on Saturday, October 1, 2016. We would like to gain permission from the City to utilize the Galena Trail as in years past. The walk would once again be held at 9:00 AM, is a 3.1 mile (5K) event, would remain open to the public during the event, and is usually wrapped up and vacated by 11:00 AM.

I am including proof of liability insurance carried by Midwest Medical Center listing the medical center as the primary insurer. Attached is documentation from the insurance provider as you request.

Thank you for your continued support of the Galena Trail system and events such as our walk/run.

P.S. We are coordinating efforts again this year with the Galena Lions Oktoberfest. We have agreed to work together, share the grounds at the depot lot and coordinate our advertising efforts for the benefit of the community we both support.

Make it a Great Day!

A handwritten signature in cursive script that reads "Marty Soat".

Marty Soat, MS
Fitness Director
815-777-4960

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)

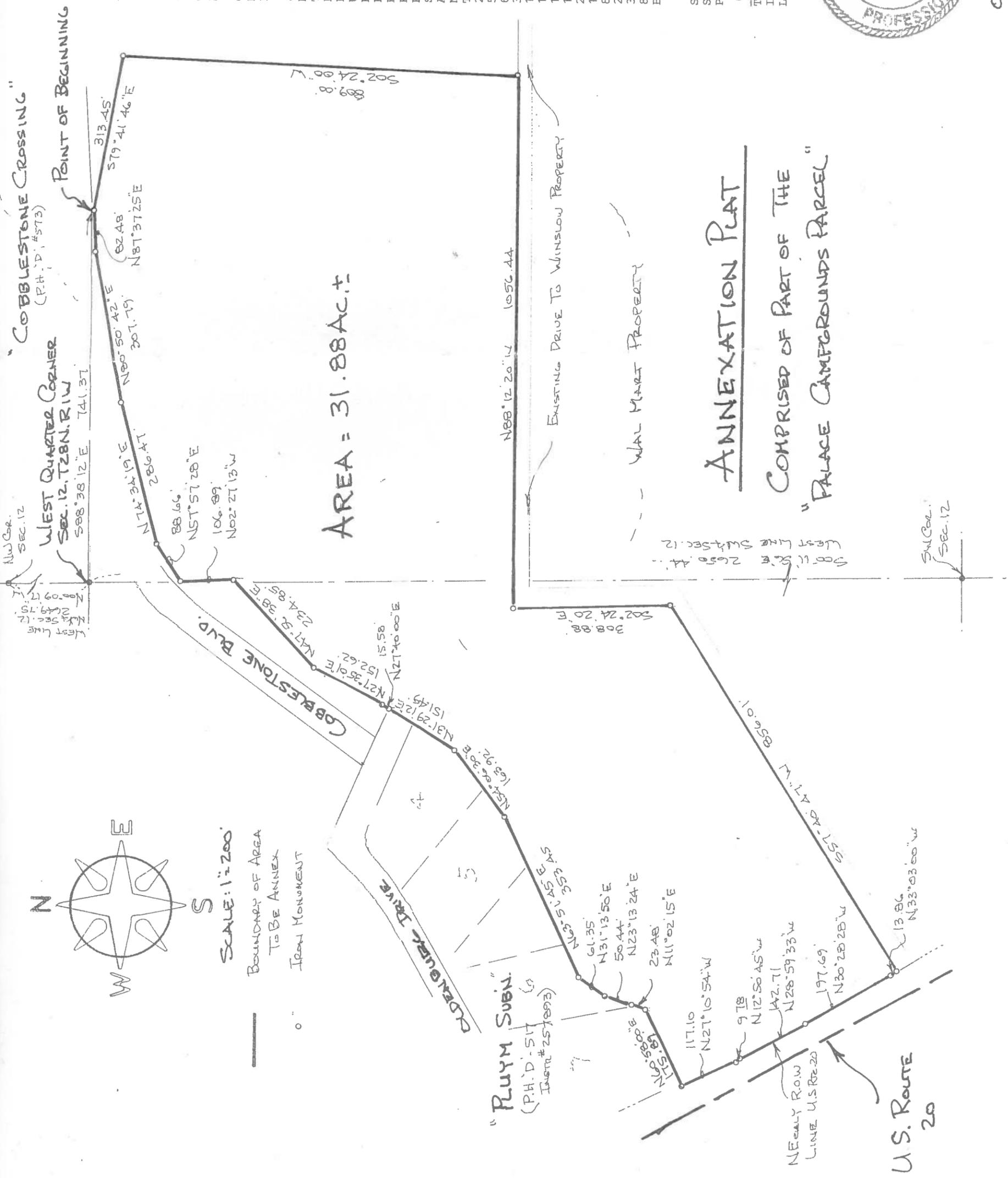
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **KRISTINE MCCARTHY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, 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

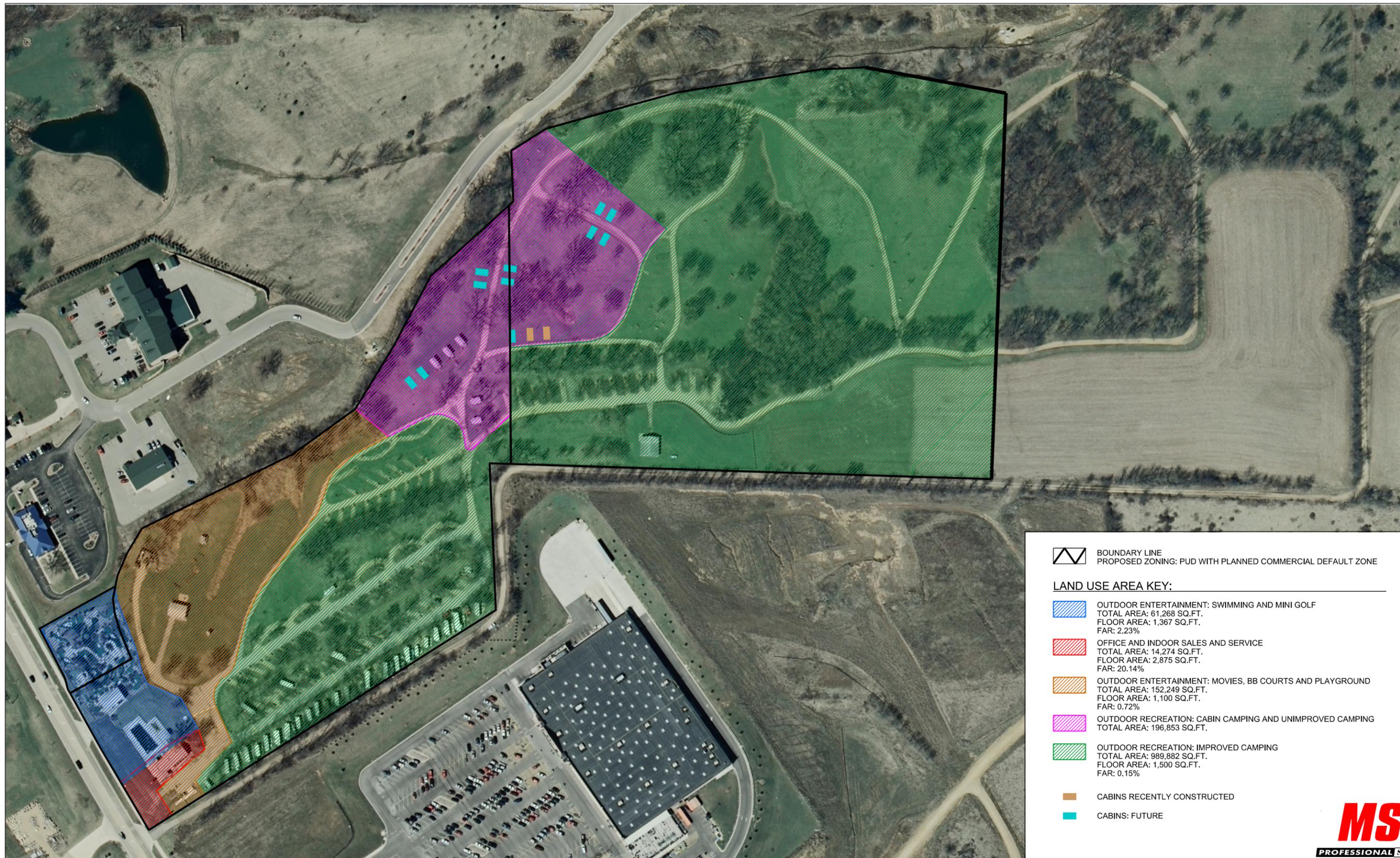
DRAWN BY: T.L.

CHECKED BY: T.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:

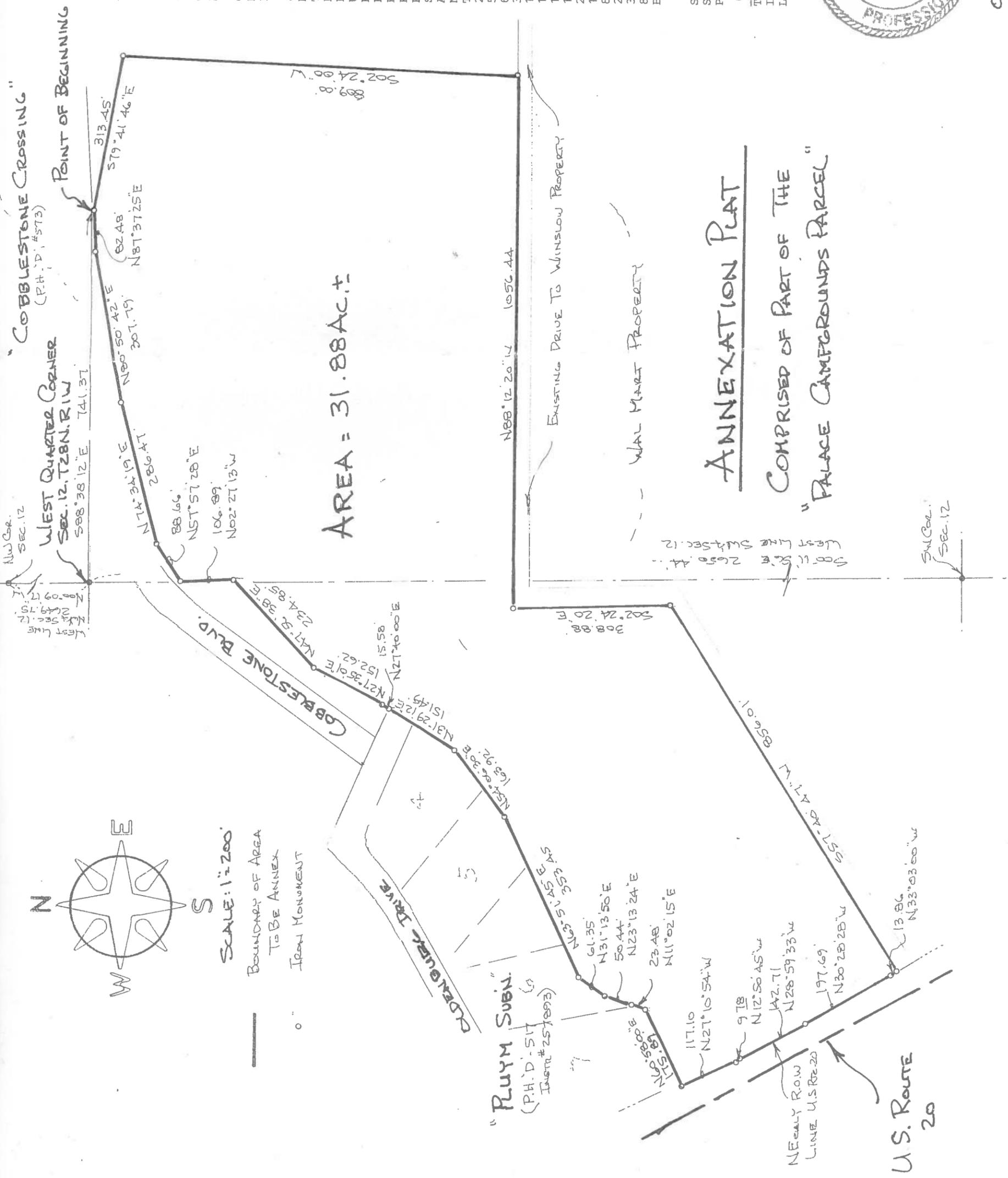
Mayor, Terry Renner

ATTEST:

City Clerk, Mary Beth Hyde

Prepared by and return to:

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



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.

ILLINOIS	Galena Survey Consultants Professional Land Surveyor: Also Practicing in Galena, IL 6036 815-777-9848
DRAWN BY: T.L.	PROJECT: SJD - 46
CHECKED BY: T.L.	DATE: 05/25/2016
SCALE: 1" = 200'	SHEET: 1 of 1
	FILE NO:

CITY OF GALENA, ILLINOIS

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



July 26, 2016

Dan Reimer
County Administrator
Jo Daviess County
330 North Bench Street
Galena, Illinois 61036

Dear Dan,

I am writing to keep you informed of the actions of the Galena City Council regarding the process of creating a unified destination marketing organization for Jo Daviess County. At the July 25 Galena City Council meeting, the council voted unanimously to approve the attached Destination Marketing Services Agreement, subject to several relatively minor changes. The changes are as follows:

Table 1. Destination Marketing Services Agreement Suggested Changes

Section	Suggested Change
6 (f)	Remove "attempt to" and set the amount of reserves as a specific percentage
7 (a)	Adjust effective date of the agreement to the actual date of transition to the new organization (could leave blank at this time)
7 (a)	Change the termination notice timeframe
7 (b) i	Either define "critical" terms or remove "critical"
7 (b) ii	Remove "material" from "material amount" to avoid any question regarding the meaning
9 (b)	Add that the City and County shall be named as additionally insured
9 (d)	Clarify that the responsibilities of the entire agreement may not be subcontracted without the written consent of the City
9 (g) iii	Add section to include the City of Galena as an entity to receive all notices

Our staff intends to work with the new DMO board in the coming days to revise the above mentioned sections of the proposed agreement. The amended agreement will be returned to the city council for a final vote at the next available meeting. That vote could occur as early as August 8.

Please feel free to contact me with any questions.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Moran', with a long horizontal flourish extending to the right.

Mark Moran
City Administrator

Attachment: Destination Marketing Services Agreement

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)

DESTINATION MARKETING SERVICES AGREEMENT

(Last Updated 28 July 2016)

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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.
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- 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 maintain available working capital equal to not less than 15% and not more than 25% of its annual

budgeted operating expenses by setting aside a small portion of its monthly income until such goal is achieved.

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 - 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 terms of the Agreement.
 - ii. The Agreement may be terminated immediately by the County or the City in the event that an 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.
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8.) The CORPORATION Services Agreement may be amended only upon mutual written agreement of the Parties.

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- a.) To plan and develop marketing policies, plans and programs for the promotion of tourism in County and the City; and

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- 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.
- 11.) 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. The City and County shall be named as additionally insureds.
 - 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. The responsibilities of the entire Agreement may not be subcontracted without written consent of the City.
 - 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
 - iii. To City of Galena at: 101 Green Street, Galena, IL 61036

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)

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

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

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis, City Engineer *ALewis*

DATE: 3 August 2016

RE: Street Paving Contract - Approval of Bids

Bids for street repaving were sent to three contractors, of these two responded as detailed in the following table and attached bid tabulation:

Contractor	Base Bid	Alternate Bid	Total Bid
Civil Constructors	219,274	7,848	227,122
Hamel Parking Lot Services	247,537	8,785	256,322

This project involves repaving of the following streets with 2-inch HMA overlay, leveling base course, prime coat and adjustment of utility covers:

- Hill Street between Dodge and Hill Street
- Field Street between Meeker Street and just beyond the Public Works Building
- South Bench Street between Gear and South Street (Alternate Bid)

This year \$307,000 was budgeted for all street improvement work, which was based on unit costs from last year. Fortunately, the unit cost for blacktop this year was reduced by about 25% and so the bids were lower than expected. The difference in budget and bid costs is \$79,878.

In discussing the budget saving with city staff we propose additional street paving work is completed, and suggest Elk Street between Hill and Hickory Street is added to the contract. Estimated cost for this work will be in the region of \$45,000 which still leaves an overall saving of about \$35,000. One of the difficulties of estimating HMA overlay is the binder quantity which is used to fill depressed and uneven areas of the street. For now, I recommend we proceed with the proposed streets and if the binder quantity is less than expected then we will continue with repaving of Elk Street to maximize the budget sum of \$307,000.

I recommend the city council approves the base and alternate bids from Civil Constructors to pave the above listed streets for the sum of \$227,122 and also authorize additional paving of Elk Street to not exceed the total budget of \$307,000. Repaving work will commence during early-mid September.

STREET REPAVING PROGRAM 2016 - BID TABULATION (8/2/16)

REF. #	BID ITEMS	UNIT	QUANTITY	CIVIL CONTRACTORS		HAMEL PARKING LOT SERVICE	
				UNIT COST \$	AMOUNT \$	UNIT COST \$	AMOUNT \$
	FIELD STREET						
1	HMA SURFACE REMOVAL 2"	SY	1820	8.5	15,470.00	5.15	9,373.00
2	HMA BINDER COURSE IL-19, N50, 0-2"	TON	305	80	24,400.00	93	28,365.00
3	HMA SURFACE COURSE MIX C, N50, 2"	TON	1010	72	72,720.00	93	93,930.00
4	TACK COAT CSS-1H	GALL	606	3	1,818.00	3	1,818.00
5	ADJUST WATER VALVE	EA	1	815	815.00	700	700.00
6	ADJUST MH COVER	EA	1	1000	1,000.00	700	700.00
	HILL STREET (DODGE TO RIDGE)						
7	HMA SURFACE REMOVAL 2"	SY	1100	8.5	9,350.00	5.15	5,665.00
8	HMA BINDER COURSE IL-19, N50, 0-2"	TON	230	81	18,630.00	93	21,390.00
9	HMA SURFACE COURSE MIX C, N50, 2"	TON	770	74	56,980.00	93	71,610.00
10	TACK COAT CSS-1H	GALL	462	3	1,386.00	3	1,386.00
11	ADJUST WATER VALVE	EA	7	815	5,705.00	700	4,900.00
12	ADJUST MH COVER	EA	11	1000	11,000.00	700	7,700.00
	TOTALS				219,274.00		247,537.00
	ALTERNATES						
	S. BENCH STREET (GEAR TO SOUTH)						
A1	HMA SURFACE REMOVAL 2"	SY	150	8.5	1,275.00	5.15	772.50
A2	HMA BINDER COURSE IL-19, N50, 0-2"	TON	25	81	2,025.00	93	2,325.00
A3	HMA SURFACE COURSE MIX C, N50, 2"	TON	60	74	4,440.00	93	5,580.00
A4	TACK COAT CSS-1H	GALL	36	3	108.00	3	108.00
	TOTALS				7,848.00		8,785.50

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

DATE: August 4, 2016 *Janelle* *A. Lewis*

RE: Turner Hall Estimates | Cleaning and Sealing Exterior with Spot Tuck Pointing

As part of the ongoing improvements at Turner Hall, an RFQ was sent to three contractors (and posted on the City's website) for exterior cleaning, waterproof sealing, and associated improvements including spot tuck-pointing at Turner Hall. We received estimates from all three vendors: Renaissance Restoration, Earl Thompson Masonry, and White Construction.

There are several options noted within the estimate, and we would like to further discuss with The Galena Foundation and Turner Hall Committee prior to making our final recommendation. We will have our analysis and recommendation completed for presentation at Monday's City Council meeting on August 8.

Thank you.

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
ADDOCO INC (971)							
57581	1	Invoice	PARK IMPROVEMENTS	07/22/2016	432.00		17.52.820.06
Total ADDOCO INC (971):					432.00		
AT & T (LOCAL) (103)							
080116	1	Invoice	POLICE/PHONE	08/01/2016	392.24		01.21.552.00
Total AT & T (LOCAL) (103):					392.24		
CONMAT, INC. (1187)							
102675	1	Invoice	BIKE TRAIL	07/21/2016	142.80		17.52.517.01
Total CONMAT, INC. (1187):					142.80		
CROWD CONTROL WAREHOUSE (120278)							
61081	1	Invoice	PARADE BARRICADES	08/02/2016	2,127.00		01.41.652.04
Total CROWD CONTROL WAREHOUSE (120278):					2,127.00		
DAN'S AERIAL SERVICE (119789)							
4525	1	Invoice	TREE/BRUSH	07/27/2016	500.00		01.41.517.02
Total DAN'S AERIAL SERVICE (119789):					500.00		
DIXON, R. K. CO. (1)							
1545263	1	Invoice	COPIES MADE	07/18/2016	261.13		01.13.579.00
Total DIXON, R. K. CO. (1):					261.13		
DOIG, KATHLEEN (119339)							
080516	1	Invoice	MARKET HOUSE RESTR	08/05/2016	225.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					225.00		
FARNER BOCKEN COMPANY (792)							
8001772	1	Invoice	CONCESSION SUPPLIES	07/21/2016	1,084.98		59.55.652.05
Total FARNER BOCKEN COMPANY (792):					1,084.98		
FIRE PROTECTION PUBLICATIONS (120276)							
59692	1	Invoice	TRAINING MANUALS	05/10/2016	435.00		22.22.652.00
Total FIRE PROTECTION PUBLICATIONS (120276):					435.00		
FROGGY'S FOG (120275)							
2016-0884	1	Invoice	FOG MACHINE FOR TRAI	07/20/2016	1,645.93		22.22.840.00
Total FROGGY'S FOG (120275):					1,645.93		
GALENA ARC (850)							
080516	1	Invoice	HAHN COUNCIL SALARY	08/05/2016	100.00		01.11.432.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA ARC (850):					100.00		
GALENA GAZETTE (34)							
00050261	1	Invoice	ADVERTISE	07/13/2016	57.95		01.41.553.00
00050264	1	Invoice	AD	07/13/2016	60.80		17.52.820.06
00050443	1	Invoice	AD	07/22/2016	58.90		22.22.565.00
00050455	1	Invoice	PUBLIC HEARING NOTIC	07/22/2016	182.40		01.16.553.00
Total GALENA GAZETTE (34):					360.05		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
GWIO07165	1	Invoice	07 STERLING DUMP	07/11/2016	187.83		01.41.613.05
GWIO07194	1	Invoice	2011 INTERNATIONAL	07/19/2016	23.82		01.41.613.06
GWIO07229	1	Invoice	2011 INTERNATIONAL	07/26/2016	48.72		01.41.613.06
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					260.37		
HALSTEAD, MARY L. (119966)							
080516	1	Invoice	CITY HALL JANITOR	08/05/2016	240.00		01.13.511.07
080516	2	Invoice	PUBLIC RESTROOMS AT	08/05/2016	225.00		01.13.511.08
080516	3	Invoice	PARKS RESTROOMS	08/05/2016	675.00		17.52.422.00
Total HALSTEAD, MARY L. (119966):					1,140.00		
HEALTHCARE SERVICE CORPORATION (118931)							
070116	5	Adjustmen	HEALTH INSURANCE	07/01/2016	28,308.10-		01.13.451.00
070116	6	Adjustmen	HSA/FAMILY/EMPLOYEE	07/01/2016	4,361.00-		01.218.0
070116	7	Adjustmen	PPO/BLUE CROSS BLUE	07/01/2016	396.00-		01.218.0
070116	8	Adjustmen	WESTEMEIER/INSURAN	07/01/2016	1,014.15-		78.32.464.02
070216	5	Adjustmen	HSA/FAMILY/EMPLOYEE	07/02/2016	4,361.00-		01.218.0
070216	6	Adjustmen	PPO/BLUE CROSS BLUE	07/02/2016	396.00-		01.218.0
070216	7	Adjustmen	HEALTH INSURANCE	07/02/2016	29,833.18-		01.13.451.00
070216	8	Adjustmen	WESTEMEIER/INSURAN	07/02/2016	1,014.15-		78.32.464.02
Total HEALTHCARE SERVICE CORPORATION (118931):					69,683.58-		
HYDE, MARY BETH (101)							
080216	1	Invoice	TRAVEL REIMBURSEME	08/02/2016	236.94		01.14.562.00
Total HYDE, MARY BETH (101):					236.94		
ILLINOIS FIRE STORE (119034)							
37757	2	Adjustmen	NOMEX HOODS	07/14/2016	20.94-		22.22.840.00
37794	1	Invoice	BUNKER GEAR REPAIR	07/20/2016	173.65		22.22.652.00
Total ILLINOIS FIRE STORE (119034):					152.71		
J & R RENTAL (1014)							
0037652	1	Invoice	3" TRASH PUMP	07/22/2016	418.10		01.41.613.12
Total J & R RENTAL (1014):					418.10		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
J & R SUPPLY INCORPORATED (951)							
1607765	1	Invoice	MAIN REPLACEMENT GA	07/19/2016	4,257.00		51.42.830.06
1607859	1	Invoice	CHEMICAL FEED	07/25/2016	157.27		59.55.511.01
Total J & R SUPPLY INCORPORATED (951):					4,414.27		
JO CARROLL ENERGY, INC. (397)							
080116	1	Invoice	ELECTRIC (STREET LIGH	08/01/2016	4,749.72		15.41.572.00
080116	2	Invoice	CITY HALL/ELECTRIC	08/01/2016	266.80		01.13.571.01
080116	3	Invoice	POLICE/ELECTRIC	08/01/2016	673.98		01.21.571.01
080116	4	Invoice	EMS/ELECTRIC	08/01/2016	47.55		12.10.571.01
080116	5	Invoice	PARKS/ELECTRIC	08/01/2016	43.53		17.52.571.01
080116	6	Invoice	FLOOD/ELECRIC	08/01/2016	253.91		20.25.576.01
080116	7	Invoice	FIRE/ELECTRIC	08/01/2016	482.08		22.22.576.01
080116	8	Invoice	TURNER HALL/ELECTRIC	08/01/2016	1,264.02		58.54.571.01
080116	9	Invoice	WELCOME SIGNS	08/01/2016	36.17		01.41.571.01
080116	10	Invoice	LIFT STATION	08/01/2016	105.42		52.43.850.09
080116	11	Invoice	DEPOT	08/01/2016	47.18		01.13.511.03
Total JO CARROLL ENERGY, INC. (397):					7,970.36		
JO DAVIESS CTY ANIMAL CONTROL (437)							
071916	1	Invoice	STRAY DOG PICKUP	07/19/2016	70.00		01.21.540.00
Total JO DAVIESS CTY ANIMAL CONTROL (437):					70.00		
JO DAVIESS CTY SHERIFF (116)							
080116	1	Invoice	CITY SHARE OF OFFICE	08/01/2016	200.12		01.21.538.00
080116	2	Invoice	RADIO SERVICE	08/01/2016	100.00		22.22.538.00
Total JO DAVIESS CTY SHERIFF (116):					300.12		
LAFAYETTE COUNTY HIGHWAY DEPT (119719)							
071316	1	Invoice	COLD PATCH	07/13/2016	680.00		15.41.614.00
Total LAFAYETTE COUNTY HIGHWAY DEPT (119719):					680.00		
LAWSON PRODUCTS, INC. (627)							
9304239270	1	Invoice	MISC. SUPPLIES	07/19/2016	321.74		01.41.652.00
Total LAWSON PRODUCTS, INC. (627):					321.74		
LEIBOLD AUTO CENTER OF GALENA (943)							
24386	1	Invoice	DURANGO	08/04/2016	558.72		01.41.613.12
Total LEIBOLD AUTO CENTER OF GALENA (943):					558.72		
MCNUTT, JARED/KAITLYN (120277)							
080316	1	Invoice	DEPOSIT REFUND	08/03/2016	200.00		58.54.929.00
Total MCNUTT, JARED/KAITLYN (120277):					200.00		
METLIFE SMALL BUSINESS CENTER (775)							
072516	1	Invoice	LIFE INSURANCE	07/25/2016	293.72		01.13.451.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total METLIFE SMALL BUSINESS CENTER (775):					293.72		
MORAN, MARK (922)							
080316	1	Invoice	PLANTING/CITY HALL	08/03/2016	48.60		01.11.929.01
Total MORAN, MARK (922):					48.60		
NICOR (151)							
080316	1	Invoice	MARKETHOUSE RESTRO	08/03/2016	23.87		01.13.511.06
080316	2	Invoice	POOL-GAS	08/03/2016	679.94		59.55.571.02
Total NICOR (151):					703.81		
NICOR (F) (118924)							
080116	1	Invoice	CITY HALL-GAS	08/01/2016	80.41		01.13.571.05
080116	2	Invoice	PUBLIC WORKS-GAS	08/01/2016	83.81		01.41.571.05
Total NICOR (F) (118924):					164.22		
O'HERRON CO.INC., RAY (548)							
1642332	1	Invoice	UNIFORMS	07/22/2016	210.67		01.21.471.15
1644223	1	Invoice	UNIFORMS	08/02/2016	141.58		01.21.471.15
Total O'HERRON CO.INC., RAY (548):					352.25		
ORKIN PEST CONTROL (574)							
072516	1	Invoice	PEST CONTROL SERVIC	07/25/2016	88.21		01.13.511.01
Total ORKIN PEST CONTROL (574):					88.21		
PETTY CASH/CITY HALL (161)							
080316	1	Invoice	SYMPOSIUM FEE	08/03/2016	60.00		01.11.563.00
080316	2	Invoice	CLOTHING	08/03/2016	8.05		01.11.929.01
080316	3	Invoice	OFFICE SUPPLIES	08/03/2016	15.32		01.13.651.02
080316	4	Invoice	OFFICE SUPPLIES	08/03/2016	4.99		59.55.651.00
Total PETTY CASH/CITY HALL (161):					88.36		
PLIC - SBD GRAND ISLAND (120208)							
080116	1	Invoice	DENTAL INSURANCE	08/01/2016	1,735.87		01.13.451.01
Total PLIC - SBD GRAND ISLAND (120208):					1,735.87		
SECURITY PRODUCTS OF DUBUQUE (119890)							
0447995	1	Invoice	ALARM MONITORING	07/29/2016	27.00		01.13.552.00
Total SECURITY PRODUCTS OF DUBUQUE (119890):					27.00		
SHEEHAN AUTO ELECT. CORP (268)							
223231	1	Invoice	2011 INT DUMP	07/22/2016	66.30		01.41.613.06
223261	1	Invoice	2011 INT DUMP	07/26/2016	66.30		01.41.613.06

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total SHEEHAN AUTO ELECT. CORP (268):					132.60		
SHERWIN-WILLIAMS CO (331)							
5748-7	1	Invoice	TRAFFIC PAINT	07/26/2016	139.10		01.41.514.01
Total SHERWIN-WILLIAMS CO (331):					139.10		
SUPERIOR WELDING SUPPLY (181)							
814403	1	Invoice	WELDING SUPPLIES	07/27/2016	81.42		01.41.652.02
Total SUPERIOR WELDING SUPPLY (181):					81.42		
T & T ELECTRONICS (120055)							
2054	1	Invoice	TV RECYCLING	08/01/2016	105.00		13.44.929.00
Total T & T ELECTRONICS (120055):					105.00		
TRI-STATE APPAREL (120154)							
113098	1	Invoice	CLOTHING	07/11/2016	174.60		01.41.471.09
Total TRI-STATE APPAREL (120154):					174.60		
TRI-STATE PORTA POTTY, INC. (908)							
4875	1	Invoice	PORTA POTTY RENTAL	07/20/2016	95.00		22.22.652.00
4887	1	Invoice	BIKE TRAIL/PORTA POTT	07/20/2016	95.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					190.00		
UPS STORE GALENA, THE (1260)							
071516	1	Invoice	SHIPPING	07/15/2016	33.72		01.21.551.00
Total UPS STORE GALENA, THE (1260):					33.72		
US CELLULAR (92)							
071816	1	Invoice	PUBLIC WORKS/CELL PH	07/18/2016	50.43		01.41.552.00
071816	2	Invoice	ADMIN/CELL PHONE	07/18/2016	48.23		01.11.552.00
071816	3	Invoice	FIRE DEPT./CELL PHONE	07/18/2016	6.35-		22.22.552.00
071816	4	Invoice	POLICE/CELL PHONES	07/18/2016	84.08		01.21.552.01
071816	5	Invoice	HUNTINGTON/CELL PHO	07/18/2016	20.00		01.216.0
071816	6	Invoice	TONY/CELL PHONE	07/18/2016	37.19		01.261.0
Total US CELLULAR (92):					233.58		
US POSTAL SERVICE (1076)							
080316	1	Invoice	PO BOX RENT	08/03/2016	186.00		01.13.551.00
Total US POSTAL SERVICE (1076):					186.00		
WEBER PAPER COMPANY (40)							
D009194	1	Invoice	CITY HALL RESTROOMS	07/05/2016	85.68		01.13.511.08
D009196	1	Invoice	MARKET HOUSE RESTR	07/05/2016	549.34		01.13.511.06
D009810	1	Invoice	CITY HALL JANITORIAL S	07/14/2016	9.82-		01.13.511.07
D010920	1	Invoice	MARKET HOUSE RESTR	07/28/2016	374.78		01.13.511.06

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
D010921	1	Invoice	CITY HALL RESTROOMS	07/28/2016	246.74		01.13.511.08
D010991	1	Invoice	JANITORIAL SUPPLIES	07/28/2016	134.24		59.55.654.00
S010922	1	Invoice	INSTITUTIONAL SUPPLIE	07/28/2016	67.31		58.54.654.01
Total WEBER PAPER COMPANY (40):					1,448.27		
WEX BANK (119104)							
080116	1	Invoice	PUBLIC WORKS-GAS	08/01/2016	1,112.03		01.41.655.00
080116	2	Invoice	PARKS-GAS	08/01/2016	253.92		17.52.655.03
080116	3	Invoice	POLICE-GAS	08/01/2016	1,141.96		01.21.655.00
080116	4	Invoice	FIRE-GAS	08/01/2016	116.99		22.22.655.00
Total WEX BANK (119104):					2,624.90		
WHITE CONSTRUCTION CO., INC. (119359)							
080116	1	Invoice	PUBLIC WORKS JANITO	08/01/2016	110.00		01.41.511.01
Total WHITE CONSTRUCTION CO., INC. (119359):					110.00		
Grand Totals:					36,292.89-		

Report GL Period Summary

Vendor number hash: 2649470
 Vendor number hash - split: 4084404
 Total number of invoices: 64
 Total number of transactions: 96

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	36,292.89-	36,292.89-
Grand Totals:	36,292.89-	36,292.89-