



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JANUARY 23, 2017

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

| ITEM | DESCRIPTION |
|-----------|---|
| 17C-0020. | Call to Order by Presiding Officer |
| 17C-0021. | Roll Call |
| 17C-0022. | Establishment of Quorum |
| 17C-0023. | Pledge of Allegiance |
| 17C-0024. | Reports of Standing Committees |
| 17C-0025. | 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

| ITEM | DESCRIPTION | PAGE |
|-----------|--|------|
| 17C-0026. | Discussion and Possible Action on a Liquor License Manager Application by Wal-Mart, 10000 Bartell Boulevard, for Judy D. Needs | 4 |

CONSENT AGENDA CA17-2

| ITEM | DESCRIPTION | PAGE |
|-----------|--|------|
| 17C-0027. | Approval of the Minutes of the Regular City Council Meeting of January 9, 2017 | 5-8 |

CONSENT AGENDA CA17-2

| ITEM | DESCRIPTION | PAGE |
|-------------|---|-------------|
| 17C-0028. | Approval of the Second Annual Shamrock Shimmy Fun Run, 8:00 A.M. to 9:30 A.M., March 11, 2017 | 9-11 |
| 17C-0029. | Approval of an Application by Tri-State Historical Presentations for the Annual Grant's Home Front Event at Depot Park, April 28-30, 2017 | 12-13 |
| 17C-0030. | Acceptance of November 2016 Financial Report | -- |
| 17C-0031. | Approval of a Contract with Liptak Digital Services, Inc. for Computer Server Backup and Disaster Recovery Services | 14-27 |
| 17C-0032. | Approval of the Intergovernmental Services Agreement with Jo Daviess County for Lodging Inspection Services | 28-31 |

UNFINISHED BUSINESS

| ITEM | DESCRIPTION | PAGE |
|-------------|---|-------------|
| 16C-0526. | Reconsideration of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena for the 2010 Sewer Bonds | 32-35 |
| 16C-0527. | Reconsideration of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena for the 2012A Sewer Bonds | 36-38 |

NEW BUSINESS

| ITEM | DESCRIPTION | PAGE |
|-------------|--|-------------|
| 17C-0033. | Discussion and Possible Action on a Request by the Galena History Museum to Conduct the Second Annual "Heroes for History Stair Challenge", 6:00 A.M. to Noon, September 9, 2017 | 39-42 |
| 17C-0034. | Discussion and Possible Action on Proposal by Ryan Dies to Rent the Depot for the Purpose of Operating a Coffee Roastery | 43-47 |
| 17C-0035. | Discussion and Possible Action on a Request by Montgomery Trucking to Amend the Curbside Recycling Service Contract to Exclude Glass as a Recyclable Material | 48-64 |
| 17C-0036. | First Reading of an Ordinance Enacting and Adopting a Supplement to the Code of Ordinances for the City of Galena | 65 |

NEW BUSINESS

| ITEM | DESCRIPTION | PAGE |
|-------------|-----------------------------|-------------|
| 17C-0037. | Warrants | 66-72 |
| 17C-0038. | Alderspersons' Comments | |
| 17C-0039. | City Administrator's Report | |
| 17C-0040. | Mayor's Report | |
| 17C-0041. | Adjournment | |

CALENDAR INFORMATION

| BOARD/COMMITTEE | DATE | TIME | PLACE |
|-----------------------------|-------------------|-------------|-----------------------------|
| Historic Preservation Comm. | Thurs. February 2 | 6:30 P.M. | City Hall, 101 Green Street |
| Zoning Board of Appeals | Wed. February 8 | 6:30 P.M. | City Hall, 101 Green Street |
| City Council | Mon. February 13 | 6:30 P.M. | City Hall, 101 Green Street |

Please view the full City of Galena Calendar at www.cityofgalena.org.

Posted: Thursday, January 19, 2017 at 3:30 p.m. Posted By:



To Serve and Protect

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

Chief of Police

Lori Huntington

(815) 777-2131

FAX (815) 777-4736

DATE: January 18, 2017

TO: Honorable Mayor Terry Renner & City Alderpersons

FROM: Chief Lori Huntington 

RE: Application for Liquor License Manager License -
Judy D. Needs for Wal-Mart, 10000 Bartell Boulevard,
Galena, IL.

A name check of local, state, and federal criminal records reveals no information that would prohibit this applicant from holding the license for which she has applied.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 09 JANUARY 2017

17C-0001 – CALL TO ORDER

Mayor Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 101 Green Street on 09 January 2017.

17C-0002 – ROLL CALL

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

17C-0003 – ESTABLISHMENT OF QUORUM

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

17C-0004– PLEDGE OF ALLEGIANCE

The Pledge was recited.

17C-0005 - REPORTS OF STANDING COMMITTEE

Turner Hall Committee – The Committee met on January 5th at Turner Hall. Council received a copy of the minutes. A wedding reception was held at Turner Hall on New Year's Eve with 300 people in attendance. A Business After Hours meeting will be scheduled for the spring at Turner Hall. One new change will be a lockbox for the side door. The lockbox code can be changed through the use of an iPhone. A new code can be given to each person renting the hall to allow them to have access to the key. As soon as the event is over the code will be changed.

17C-0006 – PUBLIC COMMENTS

None.

CONSENT AGENDA CA17-1

17C-0007 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 27, 2016

17C-0008 – APPROVAL OF FINAL CONTRACT FOR GALENA RIVER TRAIL PHASE 3 CONSTRUCTION ENGINEERING

17C-0009 – APPROVAL OF FINAL CONTRACT FOR GALENA RIVER TRAIL PHASE 3 MATERIALS TESTING SERVICES

17C-0010 – APPROVAL OF STREET CLOSURE PERMIT AND PARADE PERMIT FOR THE SPECIAL OLYMPICS OF ILLINOIS WINTER GAMES OPENING CEREMONIES, FEBRUARY 7, 2017, 5:00 P.M. TO 6:15 PM.

Motion: Kieffer moved, seconded by Westemeier, to approve Consent Agenda CA17-1 as presented.

Discussion: None.

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

The motion carried.

UNFINISHED BUSINESS

16C-0524 – DISCUSSION AND POSSIBLE ACTION ON A FIVE-YEAR WORK PLAN FOR CEMETERY PARK

Motion: Hahn moved, seconded by Lincoln, to approve the five-year work plan for Cemetery Park with the understanding that the council will consider city funding during the annual budget process.

Discussion: None.

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

The motion carried.

NEW BUSINESS

17C-0011 – DISCUSSION AND POSSIBLE ACTION ON A PROPOSAL BY MIDWEST EVENT MANAGEMENT TO CONDUCT THE HISTORIC GALENA BEER RUN 5K ON APRIL 1, 2017, 10:00 A.M. TO 2:00 P.M.

Motion: Bernstein moved, seconded by Fach, to deny the request by Midwest Event Management to Conduct the Historic Galena Beer Run 5K on April 1, 2017, 17C-0011.

Discussion: Bernstein feels this is not a family event and is not in keeping with the types of events we sponsor here.

Lincoln felt not everything has to be a family event. He questioned if they could come back with a slightly different proposal. Hahn agreed. He wouldn't be opposed to reviewing another proposal.

Renner noted a lot of logistics with ordinances would need to be worked out such as liquor licenses and dram shop insurance.

Bernstein stated while the proposal indicates they would be possibly sharing the profits with a charity, there is no indication on how that determination will be made. She feels the proposal was very vague.

Fach stated he objects because we have marathons and runs for heart and health aspects of society. This run would be combining drugs.

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

The motion carried.

17C-0012– RECONSIDERATION OF RESOLUTION R16-02, A RESOLUTION CONFIRMING RESERVATION OF FUNDS FOR PHASE 3 OF THE GALENA RIVER TRAIL PROJECT

Motion: Westemeier moved, seconded by Lincoln, to reconsider Resolution R16-02 confirming reservation of funds for Phase 3 of the Galena River Trail Project.

Discussion: None.

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

The motion carried.

Motion: Kieffer moved, seconded by Westemeier, to approve the revisions to Resolution R16-02, a resolution confirming reservation of funds for Phase 3 of the Galena Trail Project.

Discussion: Westemeier urged staff to watch closely so we don't go over the allotted amount.

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

The motion carried.

17C-0013– FIRST READING OF AN ORDINANCE TO PROHIBIT FEEDING DEER IN THE CITY LIMITS OF GALENA

Motion: Hahn moved, seconded by Kieffer, to approve and waive the second reading of an ordinance to prohibit feeding deer in the City Limits of Galena, 17C-0013.

Discussion: The fine can be up to \$750. Renner questioned if the ordinance should contain some language with regard to food plots that can be planted.

Fach felt cleaning up under a bird feeder would be a tough thing to do and seems somewhat unrealistic.

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

The motion carried.

17C-0014– UPDATE ON DAMAGE TO DEPOT BUILDING AS A RESULT OF FROZEN PIPES

Moran reported on December 27th we received a call from a member of the public peering through the window that there was a water problem. Staff found the hot water boiler system had failed in some way. The pipes froze leading to the radiators and the radiators froze and cracked which caused water everywhere. The heat was set at 70 degrees. The water pump was still working when staff got there. There was some type of mechanical malfunction. It was possibly caused by residue buildup causing a clog and the break. Public Works shut off the water and cleared the building of water. ServPro was called in to provide temporary heat. Holland Heating has now installed a temporary furnace. There are a total of 16 radiators of which most were damaged. We are unsure about the boiler. There was minor damage to fixtures in the bathrooms and carpet on both floors. There was no damage to the ceilings or walls. Staff has been working with the insurance adjuster. They are waiting for confirmation on coverage. Staff is in the process of getting estimates for carpeting, cleaning of walls and floors and replacement of the boiler system. Unfortunately, it will be a lengthy process for cleanup and repair.

17C-0015 – WARRANTS

Motion: Fach moved, seconded by Bernstein, to approve the Warrants as presented, 17C-0015.

Discussion: None.

Roll Call: AYES: Fach, Lincoln, Westemeier, Bernstein, Renner

NAYS: None
ABSTAIN: Hahn, Kieffer

The motion carried.

17C-0016 – ALDERPERSONS’ COMMENTS

Thank you – Westemeier thanked the Public Works Department and Water Department for their work with the water breaks on the coldest of days.

Thank you – Hahn thanked the Turner Hall Board for all of the work they have been doing and the Galena Foundation for the money.

Water Break – Fach commended the City Crew and Water Department on doing a very professional job on the water break on the highway. They repaired it in record time.

17C-0017 – CITY ADMINISTRATOR’S REPORT

Budget Schedule – Moran distributed the upcoming budget schedule.

Grant Park Committee – Moran advised a Grant Park Committee has now been formed. It will be a committee of the Galena Foundation. The first meeting will be held on January 20, 2017. The meetings will be held at City Hall so the public can participate. Agendas will be posted on the City website.

Law Enforcement Appreciation Day – Moran advised today is Law Enforcement Appreciation Day. He thanked all for their service.

17C-0018 – MAYOR’S REPORT

Mayor Renner thanked the Water Department and crew for their hard work and congratulated the Police Department. Staff has busy months ahead with the budget.

17C-0019 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 6:51 p.m.

Respectfully submitted,



Mary Beth Hyde, MMC
City Clerk

**Shamrock Shimmy Race
Saturday March 11, 2017 at 8:00**

Proposed Race Changes:

Move the race ahead an hour from 9:00 to 8:00-Shimmy at 8:15.

Should be back to normal downtown situation by 9:30

Raise the admission fee from \$25 to \$30

Registration begins at 7:00 at Elk's coming in the front door leave through the back

Same route as last year with the exception:

Don't have the race course cross Field St. Make up distance on the walk path.

Spoke to Lori Huntington

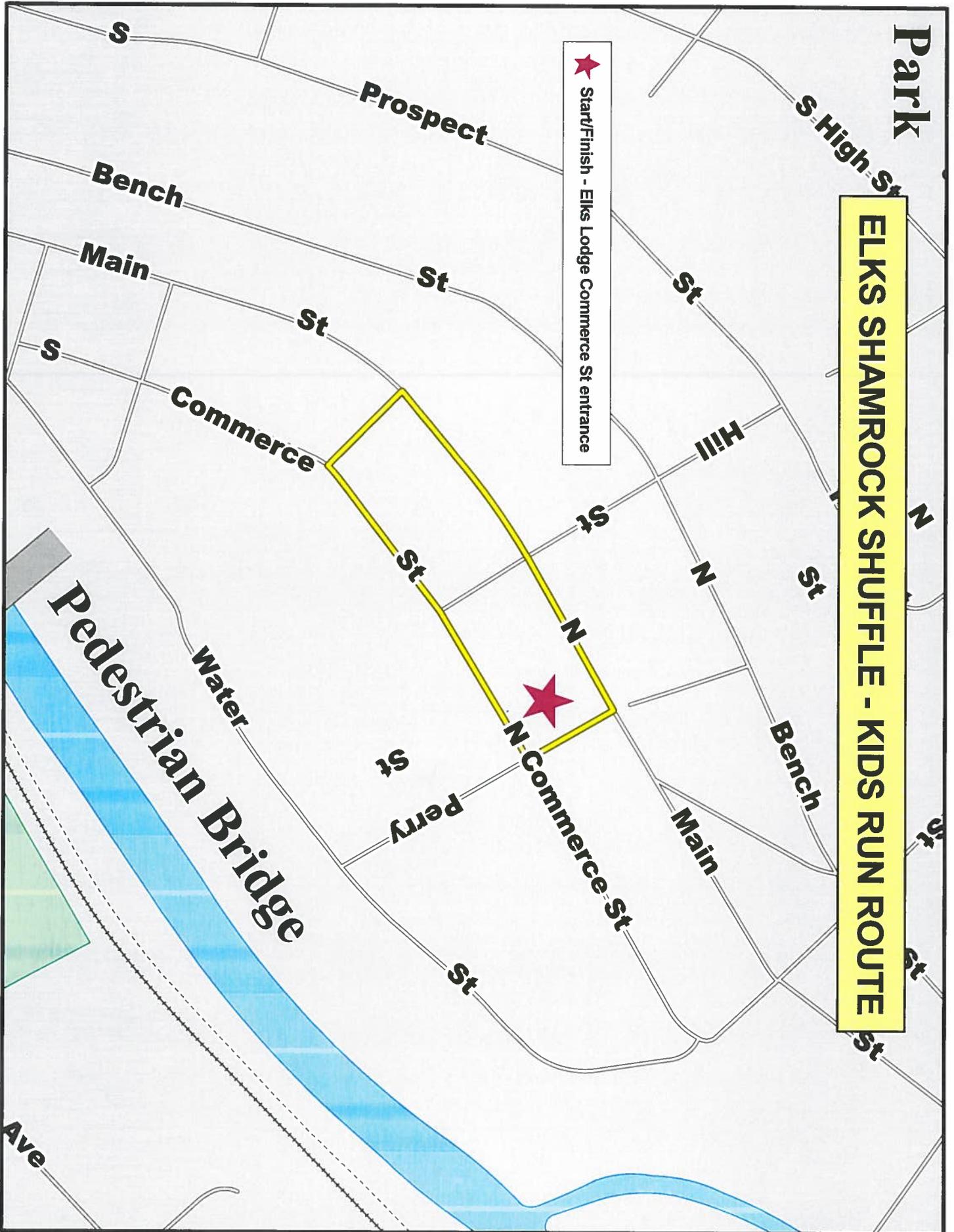
Vest and radios are ours to use for the event

Happy with the changes made:

Moving the race ahead an hour and not crossing the Main St./ Field St. intersection.

Same road closures as last year with the exception of Field and Main.

We will make some internal changes to our event to provide safety to children not running in the Shimmy. We will have a coloring contest in the Elks for those children who have parents running in the Shimmy.



CITY OF GALENA, ILLINOIS



Flea Market, Fair, or Festival

Flea Market: A vendor or group of vendors, each being charged a display fee, collected in a single location for a period of not more than 48 consecutive hours.

Fair: A gathering for competition, or exhibition of various products, often with amusement and educational displays.

Festival: A collection games, activities, sales booths, etc.

Licensing Requirements

1. All flea markets, fairs, and festivals must be organized and sponsored by a nonprofit organization.
2. Flea market licenses should be limited to the following events:
 - a. The Art Fair
 - b. Country Fair
 - c. Antique Town Rods
 - d. Turner Hall Flea Market
 - e. Coatsworth Flea Market
 - f. Historical Society Ice Cream Social
 - g. Fourth of July Celebration
 - h. Relay for Life
 - i. Other events not to exceed a total of ten per calendar year, including (a) through (g) above.
3. Said Organization shall make application for said flea market or festival at least 30 days in advance of the event. Event license fees must be paid at the time of the application. The application shall include the name of the event coordinator who can be contacted with any questions or problems. Said organization shall be responsible for obtaining all necessary license application paper for all individual vendors at said event within sufficient time to allow the required ten days application period for the vendor. If a majority of vendor license applications are not received in the office of the City Clerk at least ten days previous to the event, said event license shall be revoked, and said event shall not occur. Said revocation shall be subject to hearing as per Code of Ordinance.
4. Event licensing fees shall be \$50 per day of said event.
5. License must be conspicuously posted. The approved license for the event must be posted in a conspicuous place at or near the main entrance to the event. Said license shall be in plain view at all time the event is taking place. All vendor permits must be displayed in plain view at each individual vendor's area.

Event Name: Grant's Home Front

Event Location: Depot Park

Name of organization sponsoring event: Tri-State Historical Presentations

Event Coordinator: Wendy Bade Gilpin (Treasurer) 224-639-3436 Wendy Heiken 815-777-0374

Address of Organization: 1004 Park Ave

Not for Profit # (copy must be attached): _____

IL Sales Tax # (copy must be attached): _____

Articles to be sold: _____

of Vendors: 3 # of Lunch Stands: 2

Date of Event: April 29, 30 - 2017

Time event begins: 9:00 Time event ends: 5:00

A copy of the City of Galena Ordinance (Section 110.36) regulating Flea Markets, Fairs and Festivals can be obtained at City Hall or by visiting our website at www.cityofgalena.org. Please take a moment to read and familiarize yourself with these regulations. Non-compliance with any of the provisions of this Ordinance may result in the immediate suspension and/or revocation of your permit and subject you to the penalty provisions contained therein. State Auction guidelines are also available at City Hall.

 1-13-17
Applicant's Signature Date

City of Galena Use Only

Mayor's Signature or Designee Date

Police Chief's Signature or Designee Date

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: January 17, 2017

RE: City Hall Server

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

I am writing to propose the execution of an agreement that would improve the security, reliability and recoverability of the electronic data that we produce and manage at City Hall. With our new connection to Sand Prairie high-speed fiber optic broadband, we now have the capability to utilize automated, cloud-based, off-site services for backing up the data on our City Hall computer server. The server and the data it stores is critical to the daily operations of our departments.

The attached agreement describes the proposed services to be provided by Liptak Digital Services, Inc. This company focuses on data backup and recovery for the dental industry, but is moving into other sectors. In short, the company will provide a server to be installed at City Hall that would replicate our primary server. Our primary server would be automatically backed up to the replica server every hour. Additionally, the data on our server would be backed up hourly to two separate remote "cloud" servers located in secure data centers in different parts of the country.

Our primary server is no longer under warranty. Should the primary server fail, it would take days to acquire and install a new server and resume office operations. Under the proposed plan, we would expect to be operating on the replica server within one hour of failure. The replica server would be warranted for five years.

The cost for the replica server would be \$2,650. The monthly fee for all services would be \$279. Sufficient funds are available in our computer maintenance and support budget (01.13.512.05).

The reality is that our computer network is vital to all of our City functions. I believe the proposed agreement would provide us with the security, reliability and recoverability needed to protect and sustain our operations.

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



**End User Services Agreement
Between LIPTAK and Customer (including BAA)**

RESCUE SYSTEM SERVICES CLIENT AGREEMENT

By this Backup and Disaster Recovery Services Agreement (“Agreement”), Liptak Digital Services Inc. (“Liptak”), and the customer identified as Dr. {{*Company_es_:signer }} (“Client”) agree as follows:

- 1. Term.** This Agreement is effective upon the date signed, and shall remain in force for a period of one year. The Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty days’ prior written notice of its intent not to renew this Agreement.
- 2. Inclusion/Exclusion** Unless otherwise noted, the Rescue back-up system contains every file, folder, etc. on your Clients’ protected partitions. If the Client loses a document on a workstation that did not reside on a protected server, that file is not protected. Cleaning out old data, backup copies, music, movies, downloads, and other non essential business data storage that can affect Rescue tier and price is the sole responsibility of the Client and their IT support provider.
- 3. Services Provided** An on-site, Linux driven Network Attached Storage (Rescue) Unit that acts as a local storage device and stand-by virtual server in the event of a protected server and/or workstation failure. **(a)** Incremental backups done on the Rescue System as frequently as every 60 minutes under ideal conditions. **(b)** Secure Remote (Off-site) Storage provided at two (2) secure data centers. **(c)** Day to day backup monitoring of Rescue Services and data availability of files, file folders, databases, and software. **(d)** Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and Rescue System are lost. **(e)** Full management, monitoring, and testing of the Rescue System and remote storage. **(f)** Off-site virtualization of the most recently uploaded version of your server for data reference and single-station functions.

PLEASE NOTE THAT YOUR DATA SIZE MAY OUTGROW YOUR DDS RESCUE UNIT BEFORE THE WARRANTY EXPIRES. SHOULD YOU REQUIRE AN UPDATE BEFORE THE EXPIRATION OF THE THREE YEAR WARRANTY, YOUR DEALER WILL ISSUE YOU FULL CREDIT LESS \$300 FOR YOUR UNIT AND INSTALL THE NEXT LARGER DDS RESCUE UNIT AND INVOICE YOU AT THE THEN CURRENT RETAIL PRICE. BASICALLY, YOU WILL ONLY BE PAYING FOR THE DIFFERENCE IN COST BETWEEN

THE TWO MODELS.

4. **Security** All data is fully encrypted during transmitting off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure, bi-coastal, SAS Type II Certified data center facilities. The on-site Rescue System communicates with off-site remote servers. Data stored off-site remains encrypted at all times. Liptak's encryption methods and technologies meet HIPAA's standards for securing electronic Protected Health Information (ePHI).

5. **Backup Frequency** Servers and/or workstations will be configured to create a new onsite back-up every 60 minutes by default. Off-site backup traffic is continuous by default, and may be customized to meet Internet bandwidth limitations. One image per day is backed up to the off site cloud storage. Off-site backup version frequency is ultimately dependent on total data size, data changes, and available Internet bandwidth.

6. **Remote Storage provided at two high availability Data Centers.** Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. **(a)** Connectivity provided by multiple providers with automatic failover capabilities. **(b)** Facilities power is supplemented with both battery backup and diesel generation capabilities. **(c)** Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. **(e)** Fire suppression and environmental control provided. All data is held in SSAE 16 Type II and ITIL v3 Certified facilities. Our most recent **SOC 2 Type II** audit is available upon request.

7. **Recovery Time Objective (RTO)** Liptak will manage all retrieval activities from the Client. **(a)** Liptak will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24 hours of the first request. Liptak can restore a file, file folder or data base as needed. The Client may call our help desk for assistance. **(b)** In the event of a server failure, the proper channels of testing and notification must be followed to enact a failover. Once failover decision has been made, the RTO to enact the failover instance is approximately one hour or less. All work can be performed remotely by DDS Rescue support personnel. **(c)** In a disaster where the entire client network and/or server is destroyed, Liptak will have a new Unit imaged with the most current back-up information (usually the previous day's data) and shipped within 48 hours VIA next business day delivery to a location of your Client's choice. **(d)** The Rescue System can potentially be used to perform a bare metal restore to dissimilar hardware. This will be performed by DDS Rescue Support Personnel only. In this event, a new server is provided by the Client and the Rescue System is used to restore the most recent server image to the new server(s) and or workstation(s) regardless of hardware.

8. **Off-Site Virtualization** In a disaster where there is a loss of all physical servers and the Rescue System, servers and/or workstations may be virtualized off-site. **(a)** Servers can be virtualized in both off-site data centers. Currently there is no additional cost for this service if less than two weeks are needed. **(b)** A Public IP and/or VPN or RDP access will be given to connect to remote virtual machines. Off site virtualization is

not intended to restore LAN data availability to Client. Off site virtualization is only a data reference point and software access in an emergency.

9. **Ownership of the Data** The backup data being stored on the DDS Rescue and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, Liptak will assist Client in the orderly termination of services within 30 days of termination. This could involve copying the backup image to an external drive which can be synchronized with the data on the DDS Rescue. The Client agrees to pay Liptak the costs of rendering such assistance.

10. **Interference** The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of Liptak or any other person or entity to terminate their relationship with Liptak.

11. **Warranty** Liptak warrants that the equipment will perform properly and in accordance with reasonable and customary practices prevailing at the time of the agreement for five (5) years from installation date. Issues and conflicts caused by the client network environment and protected systems are not covered by this warranty. **(a)** As long as the monthly fees are current within the three years, the DDS Rescue System is fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included. **(b)** The DDS Rescue Systems cannot be modified in any way or the warranty and the management agreements are voided. This includes adding software applications to the DDS Rescue itself, adding memory and/or hard drives, etc. **(c)** DDS Rescue replacement parts will be shipped next business day air transportation and by Liptak. **(d)** Beyond parts warranty, a theft/loss/damage benefit applies to all DDS Rescue Systems still under service contracts within the three years. A new unit will be loaded with the Client data and images, then shipped out free of charge by overnight delivery. Any loss of the unit is covered, and the replacement can be used as a live server for an interim rescue implementation. **(e)** Execution of this loss replacement benefit will automatically renew this agreement for 12 months from the date of replacement. Declination of this renewal will result in the loss of the replacement unit benefit. **(f)** ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, DURABILITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, CONTINUOUS USE, DESIGN, COMPLIANCE WITH APPLICABLE LAW, PERFORMANCE OR ERROR-FREE OPERATION ARE DISCLAIMED IN THEIR ENTIRETY.

12. **Equipment and Facilities** The Client agrees that Liptak may utilize certain items of The Client's equipment and may gain access to certain parts of The Client's facilities. The Client retains title and ownership in all of The Client's equipment owned by The Client and utilized by Liptak, and must grant authority for Liptak to access The Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands that Liptak may be unable to perform their duties adequately and if such a situation should exist, Liptak will be held harmless.

13. **Patterson Presale and Minimum Requirements and Preinstall Tasks** Client

agrees that these processes are performed and the Client's system meets the minimum requirements for the DDS Rescue System as defined in the processes prior to installation.

14. **Responsibility of Client Network** Client agrees that it is the responsibility of the Client to maintain all systems in good working order, updates, management, etc. to ensure the performance of the DDS Rescue System. Performance and availability of the DDS Rescue System is dependent upon the condition of the Client systems and any DDS Rescue Services affected by client technical issues are the sole responsibility of the Client.

15. **Restarting Servers** Liptak may from time to time restart the client's server during the installation of the product, and other instances where the software may need to be reinstalled. This process will be done with a secure, remote connection and may require the client to be present during the restart process. Liptak is not liable for any issues that may result from the restart process such as a server not restarting, corrupt software or files, etc..

16. **Passwords** Client acknowledges that Liptak must have access to any and all systems and resources to perform their duties under this agreement. As such, Liptak must have access to any and all passwords. Bear in mind that the backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

17. **Termination and Additional Remedies** After the first year, this Agreement may be terminated by either party upon sixty (60) day written notice. This Agreement shall automatically renew every year on the anniversary date.

18. **No Third Party Beneficiary** Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from Liptak, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

19. **Jurisdiction** This Agreement shall be governed by the state and Federal laws applicable in California, U.S.A. Any dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement shall be settled by mediation. The parties will select a mediator in a mutually agreed upon manner. At all times during the mediation process, including the selection of the mediator, the parties will act in good faith to attempt to settle their dispute. At all times during the mediation process, the mediator will maintain impartial, though he/she may give his/her views, opinions or settlement proposals as a means to move the dispute toward resolution. However, the mediator's views, opinions, proposals, etc. shall not be deemed to be legal advice. The parties agree that any settlement agreement that they may enter into during the mediation process is fully binding and enforceable by any Court with jurisdiction of the dispute thereof.

20. **Force Majeure & Malicious Acts** Liptak shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by Liptak.

21. **Limited Liability.** For the purposes of calculating availability, Liptak shall not be responsible for failures to provide service for any if the following exclusions exist: (a) Problems caused by resources on the Clients network that interfere with the service. (b) Changes made to the client network not communicated to Liptak. (c) Loss of internet connectivity to the client site for any reason. (d) Service failures that result from any actions or inactions of the Client contrary to Liptak's recommendations. UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL LIPTAK BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE. CLIENT WILL HOLD LIPTAK HARMLESS AGAINST ANY AND ALL CLAIMS.

Installation form must now be completed by your qualified local IT provider as mentioned above.

The form is available online here: <http://www.ddsrescue.com/preinstallation>.

Please have your IT provider review the steps and then schedule the prep work at a time when you can have one or two reboots of the server in question. This prep work should take about an hour and is the responsibility of the business owner to arrange. The installation can be scheduled once this work is complete by calling DDS Rescue Support at 1-800-998-9048.

HIPAA BUSINESS ASSOCIATE AGREEMENT

A. Parties; Applicability.

1. Parties. This HIPAA Business Associate Agreement (this "BA Agreement") is between you ("Dr. {{*Company_es_:signer }}"), a health care provider, and Liptak Dental Services. ("Liptak"), a dental software and product sales and service company.

2. Applicability. Liptak and Covered Entity have entered into a software license agreement (the "License Agreement") pursuant to which Liptak licenses software to Covered Entity. Consequently, Liptak may, but will not necessarily, provide software and hardware support services (e.g., installation, data conversion, troubleshooting, maintenance and repair) (the "Services") to Covered Entity in a manner that gives Liptak access to Protected Health Information ("PHI") as defined under 45 C.F.R § 160.103. The terms of this BA Agreement apply only if and to the extent Covered Entity licenses the Liptak software for use in the United States and Liptak is a Business Associate of Covered Entity pursuant to 45 CFR § 160.103 as a consequence of its access to information covered by applicable provisions of HIPAA or HITECH (as defined below).

3. Effect. This BA Agreement amends, restates and replaces in its entirety any prior business associate agreement between the parties. This Agreement supersedes all prior or contemporaneous written or oral contracts or understandings between Liptak and Customer relating to their compliance with health information confidentiality laws and regulations, including HIPAA and HITECH.

B. Definitions.

Capitalized terms used but not otherwise defined in this BA Agreement have the meanings given those terms in HIPAA and HITECH. As used in this BA Agreement, the following terms have the following meanings: "Breach" has the meaning given in 45 CFR § 164.402.

"Business Associate" means Liptak to the extent Liptak qualifies as a Business Associate of Covered Entity as defined in 45 CFR § 160.103.

"HHS" means the United States Department of Health and Human Services.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, including the HIPAA Breach Notification Rule, the HIPAA Privacy Rule, and the HIPAA Security Rule.

"HIPAA Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information issued by HHS, 45 CFR Parts 160 and 164 (Subparts A and D).

"HIPAA Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information regulations issued by HHS, 45 CFR Parts 160 and 164 (Subparts A and E).

"HIPAA Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information issued by HHS, 45 CFR Parts 160 and 164 (Subparts A and C).

"HITECH" means the Health Information Technology for Economic and Clinical Health

Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 and its implementing regulations.

"PHI" or "Protected Health Information" and "Electronic PHI" have the respective meanings given in 45 CFR § 160.103, except that each is limited to PHI (and Electronic PHI) that Business Associate creates, receives, maintains, transmits or collects for or on behalf of Covered Entity.

"Required by Law" has the meaning given in 45 CFR § 164.103.

"Security Incident" has the meaning given in 45 CFR § 164.304.

"Unsecured PHI" has the meaning given in 45 CFR § 164.402.

C. Business Associate's Privacy Rule Obligations.

1. Business Associate's obligations with respect to the HIPAA Privacy Rule. Business Associate will comply with the privacy requirements that are directly imposed on Business Associate by HITECH § 13404 subsection (a).
2. Use and disclosure of PHI. Business Associate agrees not to use or disclose PHI other than as permitted or required by this BA Agreement or as Required by Law. Business Associate may:
 - (a) use or disclose PHI to perform the Services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by Covered Entity;
 - (b) use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate and disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (c) use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
 - (d) use PHI to report violations of law or certain other conduct to appropriate federal and state authorities or other designated officials in a manner consistent with 45 CFR § 164.502(j)(1).
3. De-Identified PHI. PHI that has been de-identified within the meaning of 45 CFR § 164.514(b) is no longer PHI and may be used or disclosed by Business Associate for any lawful purpose.
4. Safeguards to Protect PHI. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BA Agreement.
5. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.

6. Report Violation. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this BA Agreement of which it becomes aware, including any such use or disclosure by any agent or subcontractor of Business Associate.

7. Apply Same Restrictions to Agents and Subcontractors. Business Associate agrees to ensure that any agent or subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such PHI.

8. Provide Access to PHI in a Designated Record Set. To the extent that Business Associate has PHI in a Designated Record Set and Covered Entity does not maintain the original, Business Associate agrees to provide access to such PHI as Covered Entity may require to fulfill its obligations under 45 CFR § 164.524. If Business Associate receives a request for access directly from Covered Entity's patient, Business Associate will promptly and notify Covered Entity of such request. In addition, to the extent that such PHI is contained in an Electronic Health Record, Business Associate will provide access in accordance with HITECH, provided that Business Associate has retained the information.

9. Amend PHI in a Designated Record Set. To the extent that Business Associate has PHI in a Designated Record Set, Business Associate agrees to amend such PHI as directed by Covered Entity and in accordance with 45 CFR § 164.526. If Business Associate receives a request for amendment directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

10. Make Practices, Books and Records Available to Secretary of HHS. Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA Privacy Rule, subject to attorney-client and other legal privileges.

11. Document Disclosures of PHI for Accounting of Disclosures. Business Associate agrees to document disclosures of PHI as required for Covered Entity to comply with 45 CFR § 164.528. Business Associate agrees to promptly provide such information to Covered Entity to permit Covered Entity to respond to a patient request for an accounting of disclosures. If Business Associate receives a request for an accounting of disclosures directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

12. Meet Minimum Necessary Use and Disclosure Requirements. Business Associate will make reasonable efforts to use, disclose, or request only the minimum PHI necessary to accomplish the purpose of the use, disclosure or request in accordance with 45 CFR § 164.502(b), including using a Limited Data Set when practicable as described under HITECH.

13. Restrict Use or Disclosure of PHI for Sale, Marketing or Fundraising. Business Associate will not use or disclose PHI for sale, marketing or fundraising in violation of HITECH §§ 13405(d) or 13406.

D. Business Associate's Security Rule Obligations.

1. Business Associate's obligations with respect to the HIPAA Security Rule. Business Associate will comply with the security requirements that are directly imposed on Business Associate by HITECH § 13401(a).
2. HHS Standards for Securing PHI. Business Associate will, to the extent determined reasonable by Business Associate, comply with standards approved by HHS for securing Electronic PHI.
3. BA Agreement Security Rule Obligations. As required by 45 CFR § 164.308(b), Business Associate agrees to:
 - (a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI;
 - (b) ensure that any agent or subcontractor to whom it provides Electronic PHI contractually agrees to implement reasonable and appropriate security measures to protect Electronic PHI; and
 - (c) report to Covered Entity any Security Incident of which it becomes aware. Such incidents may be consolidated and reported to Covered Entity on a summary and periodic basis if appropriate and do not involve a violation to be reported under Section C.6 or a Breach under Section E.1. The parties agree that common and unsuccessful efforts such as "pings," standing alone, will not be considered reportable "Security Incidents" to the extent allowed by applicable law.

E. Breach Notification Responsibilities.

1. Business Associate's Notice of Breach to Covered Entity. When Business Associate or its agent or subcontractor discovers a Breach of Unsecured PHI, Business Associate will notify Covered Entity in writing without unreasonable delay but no later than sixty (60) calendar days following the date of discovery of the Breach. To the extent information is available to Business Associate, the notice to Covered Entity will include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and a brief description of what happened, including the date of the Breach, the date of discovery, a general description of the Unsecured PHI or other sensitive data (such as Social Security or account numbers) involved in the Breach, and any other information required to be disclosed under 45 CFR § 164.410.
2. Covered Entity's Notice of Breach. Covered Entity will be responsible for providing notice of the Breach to HHS or the media as required by the HIPAA Breach Notification Rule.
3. Covered Entity will also be responsible for providing any additional notice of a breach required of Covered Entity by applicable state law. Covered Entity may request Business Associate to assist with its notice obligations. Business Associate will promptly notify Covered Entity of the assistance it will provide in this regard.

F. Obligations of Covered Entity Regarding PHI. To the extent that it may impact Business Associate's use or disclosure of PHI, Covered Entity agrees to inform Business Associate in writing of: any limitation in its Notice of Privacy Practices; any changes to or revocation of a patient's authorization with respect to PHI; any restriction to a use or disclosure agreed to by Covered Entity with respect to a patient's PHI; and any opt-out

by a patient from marketing or fundraising activities by Covered Entity. Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permitted under HIPAA if done by Covered Entity. Covered Entity will disclose PHI to Business Associate in accordance with HIPAA and HITECH and will be responsible for using appropriate safeguards to maintain the confidentiality, privacy and security of PHI transmitted or disclosed to Business Associate.

G. Term and Termination.

1. Term. This BA Agreement shall continue in effect until the License Agreement terminates, or Liptak no longer provides Services to Covered Entity, or this BA Agreement terminates pursuant to Section G.2.

2. Termination. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BA Agreement, then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching party, then the non-breaching party may do the following:

(a) if feasible, terminate this BA Agreement and the provision of Services by Liptak to Covered Entity; or

(b) if termination of this BA Agreement or the provision of Services is not feasible, report the problem to HHS.

3. Effect of Termination or Expiration. Within thirty (30) days after the termination or expiration of this BA Agreement, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. If return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and Business Associate shall extend any and all protections, limitations and restrictions contained in this BA Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination or expiration of this BA Agreement, and to limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI not feasible.

H. Miscellaneous.

1. Statutory and Regulatory References. Each reference in this BA Agreement to any provision of HIPAA or HITECH means such provision(s) as amended from time to time.

2. Amendment of BA Agreement. This BA Agreement may be amended only in a writing agreed to by both Liptak and Covered Entity. If it becomes necessary to amend this BA Agreement in order to comply with applicable provisions of HIPAA or HITECH, either party may provide written notice to the other party of the proposed amendment. If the other party does not object to the proposed amendment within 30 business days of receiving the written notice, the amendment will go into effect as of the date provided in the amendment. If the other party does object within such 30 business days, the parties will negotiate in good faith to amend the BA Agreement in a manner that complies with applicable provisions of HIPAA and HITECH. The parties agree to take such action as is

necessary to implement the applicable standards and requirements of HIPAA and HITECH.

3. Interpretation. This BA Agreement shall be construed in accordance with applicable provisions of HIPAA and HITECH and HHS guidance interpreting same. Any ambiguity in this BA Agreement shall be resolved to permit the parties to comply with applicable provisions of HIPAA and HITECH. The provisions of this BA Agreement will prevail over any contrary or inconsistent provision in the License Agreement or related documents with respect to PHI. All other terms of the License Agreement or related documents remain in force and effect.

4. No Third Party Beneficiaries/Assignment. Nothing in this BA Agreement confers on any person other than Covered Entity and Liptak (and their respective successors and assigns) any rights, remedies, obligations or liabilities whatsoever. There are no third party beneficiaries to this BA Agreement. Liptak may assign its rights and responsibilities with respect to information covered under this BA Agreement to the fullest extent permitted by applicable law.

5. Governing Law. Except as preempted by HIPAA or other federal law, this BA Agreement will be governed by the laws of California.

6. State Privacy Laws. Liptak and Covered Entity acknowledge that each is obligated to comply with all applicable state privacy laws and regulations.

7. Notices. Written notice under this BA Agreement shall be sent by overnight mail or courier to Liptak at Liptak Dental Services, Attn: BAA, 5235 Avenida Encinas Suite B, Carlsbad, CA 92008 and to Covered Entity at the address associated with its Liptak customer number.

Business Name: `{{*BusinessName_es_:signer}}`

Client Name: Dr. `{{*Company_es_:signer}}`

Date: `{{_es_:signer:date}}`

`{{*_es_:signer:signatureblock}}`

This document must be signed by the dentist only.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: January 17, 2017

RE: Lodging Inspection Contract

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

One component of our annual inspection of lodging facilities, including vacation rentals, is an inspection by the Jo Daviess County Health Department. The City contracts with the County for the service. The contract is set to expire at the end of February. I am presenting the attached agreement to extend the County services for another five years.

With the exception of the term, no changes to the current agreement are proposed. The County will continue to charge \$50 per inspection. An annual inspection fee is charged by the City to each lodging facility to cover the cost of the County fee plus our staff time.

I recommend that you approve the Intergovernmental Service Agreement for lodging inspection services. Please let me know if you have any questions.

INTERGOVERNMENTAL SERVICE AGREEMENT

The undersigned governmental entities, the City of Galena and the County of Jo Daviess, pursuant to Article VII, Section 10 of the Illinois Constitution, 5 ILCS 220-1 through 220-8, and 65 ILCS 5/1-4-7 agree as follows:

SECTION 1 – Purpose of Agreement

In certain situations, it is useful for a county and a municipality to cooperate in the performance of their responsibilities by contracts and other agreements in order to preserve and protect the health, safety and welfare of the public.

SECTION 2 – Power and Authority

1. Pursuant to section 2 220/3 and 220/5 of the Intergovernmental Cooperation Act (5 ILCS 220 et seq.) the City and the County are authorized to enter into an intergovernmental agreement and to contract for the performance by the County of a governmental function of the City.
2. Enforcing the city health, nuisance and vermin ordinances requires periodic inspection of Guest Accommodations establishments.
3. The City of Galena does hereby authorize and direct the County of Jo Daviess to inspect Guest Accommodations establishments to ensure compliance with City ordinances.

SECTION 3 – Compensation

The City of Galena shall reimburse the County of Jo Daviess \$50.00 for each inspection that it completes.

SECTION 4 – Indemnification

Each governmental entity does hereby agree to indemnify, defend and hold harmless any governmental entity or employee for any liability, cost expense, claim demand judgment or attorney's fees arising out of injury or damage caused by any employee involved in inspecting Guest Accommodations establishments, including but not limited to assault and battery, invasion of privacy, failure to protect deprivation of civil rights, trespass or pain and suffering or damage to the property of any third party, except that there shall be no indemnification for any liability arising out of any willful misconduct of any employee provided, however, that the total extent of such indemnification, including the cost of defense, shall be limited to the greater of the following:

- (1) the limits of liability in 65 ILCS 5/1-4-7

- (2) the limits of liability for such an occurrence established by a self-insurance pool of which the governmental entity liable is a member.
- (3) the limits of liability of any insurance policy which provides coverage to the governmental entity liable for the claim.

SECTION 5 – Liability

All employee benefits, wage and disability payments, pension and workmen’s compensation claims, damage to or destruction of equipment and clothing and medical expense of governmental entity performing the inspection shall be paid by the governmental entity regularly employing such person performing services pursuant to this Agreement.

SECTION 6 – Term of Agreement

- 1. This Agreement shall commence on the 1st day of March 2017 and end on the 28th day of February 2022. The City of Galena and the County of Jo Daviess may, by mutual agreement, extend the term of this Agreement.
- 2. At the expiration of the term of this Agreement, it shall be considered to be automatically renewed for an additional one (1) year renewal term, unless either party shall notify the other party by Registered Mail, Return Receipt Requested, not less than sixty (60) days prior to the expiration of the then term of the Agreement, notifying the other party that the party giving said notice does not desire to renew this Agreement for said additional term.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following persons:

**CITY OF GALENA, ILLINOIS,
A Municipal Corporation,**

**BY: _____
Terry Renner, Mayor**

ATTEST:

Mary Beth Hyde, City Clerk

**BY: _____
Ron Smith, Chairman**

ATTEST:

Jean Dimke, County Clerk

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: January 17, 2017

RE: Bond Abatement Ordinances

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

At the December 27 meeting you approved four bond abatement ordinances. When the ordinances were submitted to the County Clerk for recording, it was discovered that two of the ordinances contained errors. In those ordinances, the amount of debt service payable (and taxes to be abated) for the year was incorrectly stated.

I have corrected the amounts in both ordinances and submit them for your reconsideration. In the 2010 bond ordinance, the abatement amount has been corrected from \$563,745 to \$568,370. In the 2012A bond ordinance, the abatement amount has been corrected from \$304,400 to \$309,800.

I apologize for these errors and recommend approval of the ordinances. Please let me know if you have any questions.

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

ORDINANCE No. _____

ORDINANCE abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, of the City of Galena, Jo Daviess County, Illinois.

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

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

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

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2016 to pay the principal of and interest on the Bonds be abated in its entirety;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Ordinance is hereby abated in its entirety, which is the amount of \$568,370.00.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provisions hereof.

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

PASSED by the Corporate Authorities on January 23, 2017.

APPROVED: _____, 2017.

Mayor

AYES: _____

NAYS: _____

ABSENT: _____

RECORDED in the City Records on _____, 2017.

Published in pamphlet form by authority of the Corporate Authorities on _____, 2017.

ATTEST:

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF JO DAVIESS)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Jo Daviess, Illinois, and as such official I do further certify that on the ___ day of _____, 2017, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 23rd day of January, 2017 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2016 for the payment of the City’s \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ___ day of _____, 2017.

County Clerk, The County of Jo Daviess

[SEAL]

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

ORDINANCE No. _____

ORDINANCE abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, of the City of Galena, Jo Daviess County, Illinois.

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

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

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

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2016 to pay the principal of and interest on the Bonds be abated in its entirety;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Ordinance is hereby abated in its entirety, which is the amount of \$309,800.00.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provisions hereof.

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

PASSED by the Corporate Authorities on January 23, 2017.

APPROVED: _____, 2017.

Mayor

AYES: _____

NAYS: _____

ABSENT: _____

RECORDED in the City Records on _____, 2017.

Published in pamphlet form by authority of the Corporate Authorities on _____, 2017.

ATTEST:

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF JO DAVIESS)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jo Daviess, Illinois, and as such official I do further certify that on the ___ day of _____, 2017, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 23rd day of January, 2017 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2016 for the payment of the City’s \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ___ day of _____, 2017.

County Clerk, The County of Jo Daviess

[SEAL]

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GALENA-JO DAVIESS COUNTY
 HISTORICAL SOCIETY

Nancy Breed
Executive Director

Board of Directors

Christine Harris
President

Mary Jo Losey
Vice President

Marge Cooke
Secretary

Mike Blaum

Bill Butts

Steve Coates

Bonnielynn Kreiser

Kathleen Morgan

MEMO: January 23, 2017

TO: The Honorable Mayor Renner and the City of Galena Councilpersons

FROM: Dan McCarthy, Event Co-Chair Denise Spielman, Event Co-Chair
Director of Marketing Retail Manager



RE: "Heroes for History" Event Authorization: Sat., Sept. 9, 2017

The Galena-Jo Daviess County Historical Society has started planning for the second annual Heroes for History Stair Challenge, scheduled for Saturday, Sept. 9, 2017. Our first stop in the planning process is to once again extend our thanks to the City for its support with last year's successful Stair Challenge event. We come to you today to seek your consent to move ahead with plans for the 2017 version.

With last year as a springboard, we have goals to double everything this year -- double the participants, twice the sponsorships and revenue, even double the number of first responder participants. Given the event's anticipated growth, and after conferring with Fire Chief Randy Beadle, Police Chief Lori Huntington and City Administrator Mark Moran, our committee respectfully requests the City's approval for the following items:

- 1) Permission to use the 100 block of Green Street, between the Post Office and City Hall, and City Hall parking lot, as the pre-run and post-run staging area, the same as last year.
- 2) Because of safety concerns, we request permission to change the course. The start would be at the Green Street stairs on Bench Street; go north on Prospect all the way to Hill Street (bypassing the Washington Street stairs); east on Hill down to Bench; then south on Bench back to the Green Street stairs. The number of laps may change this year, as well, but the approximate times for the running event will not. We expect the streets to be closed to traffic and parking from 6 a.m. to noon.

(OVER)

Heroes for History/City of Galena Request
Page Two

- 3) Again, at the urging of Chief Beadle and Chief Huntington, we ask for the city's permission to close both sides of Bench, Prospect and Hill streets for the athletic portion of the event. Of course, like last year, accommodations will be made for any special issues of emergencies that might arise.

As you know, last year's event went off without any issues. Even the emergency call in the middle of the race would not keep first responders from completing the race course upon their return! Even more amazing, as Mark Moran shared with us, he received no complaints resulting from the event -- a first as far as he could remember. We plan to take the same steps, if not more, to ensure community engagement for Heroes for History 2017.

Thank you for your consideration. We are available to respond to any questions you may have about the event, now and in the future.

HEROES OF HISTORY

STAIR CHALLENGE

2016 Event Benchmark Numbers

- ⇒ **100** Race & Fun Run/Walk Participants
- ⇒ **14** Galena firefighters completed the 5K course
- ⇒ **2** Dubuque firefighters finished the 5K in full gear
- ⇒ **2,900** stairs each 5K participant climbed/descended
- ⇒ **Zero** participant injuries or community complaints
- ⇒ **\$13,500** in sponsorships
- ⇒ **\$3,790** donated in pledges
- ⇒ **\$1,130.09** -- amount each of the 4 Galena-based first responder agencies received from the event
- ⇒ **\$14,397** in gross profit (museum's portion was **\$9,698.50**)

Community Comments (unsolicited)

Everything was wonderful on Saturday! I would like to pass a huge thank you off to all of you that put this together. Great success the first year and I can see now how much this will grow -- WOW! What a great event... even though my legs are still feeling it. **NIKKI PEEBLES**

It was a great event. I hadn't run before so I didn't know what to expect. I'm glad it's over and can't wait to do it again next year!

DOUG SMITH, GALENA FIREFIGHTER

The entire race was a great experience for our family. Thank you also for all of your hard work in making it a quality, special event. I hope the event will be repeated and will grow in the coming years. Amazingly, I received no complaints about any aspect of the event. That might be a first. Well done by you and your team! **MARK MORAN**

I would like to thank the organizers, sponsors and volunteers for all their hard work and dedication in making the first Heroes for History Stair Challenge such a great success. What a wonderful way to honor all those fallen heroes and first responders. Throughout the event, one witnessed the Galena community spirit... No greater example could have been given than when those fire-fighters participating in the race immediately left and ran to the fire house when the alarm was sounded. Galena has a lot to be proud of. Thank you for hosting such a memorable event.

BRIDGET COLLINS-CARLSON

We enjoyed the run and were glad to take part for a great cause.

**RICHARD BERNAL FOR HE AND HIS 3 PEERS
FROM O'CONNOR BROOKS & Co.**

HEROES OF HISTORY

STAIR CHALLENGE



Attention:
City of Galena

Proposed Coffee Roastery

Intended location: **Historic Train Depot** 101 Bouthilier Street
Galena, IL 61036

Proving the viability of a Historic-themed coffee roastery:

The Train Depot is in need of a long-term occupant whom can draw consumers that will appreciate the local history and specialized skills which Galena is known for. With a continued annual growth in the Coffee roasting industry, the strengthening economics for roasters shows tremendous support for new roasters. Introducing a Galena Themed Roastery would captivate local and tourist interest, and this concept can do it. Imagine the name 'Galena Roast' throughout all the land. That's the obvious advantage I will implement to draw visitors to my own and every business, just by having 'Galena' on every bag. I purchased and own several domain names and can construct websites proficiently to reach a vast and flourishing marketplace. Another advantage- visitor foot traffic is known for favoring 'Galena' made goods, and the quality of the town's name itself is the strength of our economy.

(supportive data) It is estimated 2.25 billion cups of coffee are consumed every day. In recent years, the US coffee consumption was 22.1 gallons (100.468 litres) per capita. More than 150 million Americans (18 and older) drink coffee on a daily basis, with 65 percent of coffee drinkers consuming their hot beverage in the morning. In 2008, it was the number-one hot beverage of choice among convenience store customers, generating about 78 percent of sales within the hot dispensed beverages category.

My proposed Train Depot Roastery would be very capable of existing independently because it can produce significant revenues by utilizing the market diversity which coffee offers. Coffee Shops, Grocery Stores, Vacation Rentals, BnBs, Local Retailers, Corporate Offices, Hotels, Etc... are examples of roasted

coffee buyers. The Depot allows easy public access to the services I'm presenting because a parking lot that doesn't inconvenience neighboring occupants, makes up for the limited foot traffic. Coffee Roasting uses Natural Gas, & 220+V Electricity, comparable to a washer & dryer energy use, therefore the Depot location's utilities provide easy installation of a roaster. The term *craft roasted* is given to a roaster that utilizes manual skill- that's a very '*Galena thing*' that I can responsibly operate. I understand how to roast, and will be proficient at roasting within the completion of my roasting training.

A Depot Roastery would have a reasonable chance of success because it fits the personality of our town, and it would be at the Historic Train Depot, and I'd personally give 100% effort to produce a superior coffee for sales and distribution. Marketing the Galena theme vigorously to regional and national buyers of all kinds would be handled by this company's own staff. Packaged coffee transports and retails very well. Also, similar roasters continue to grow since opening decades ago despite the many challenges other business face.

If approved, I would Roast Coffee in a clean low impact industrial Commercial Whole Bean Roaster, then package goods for distribution. I promise to uphold an ethical, safe, and sustainable company which will create 2-5 additional jobs. I will also maintain the public restrooms and hold regular daily or nightly hours.

With this shortened proposal which I have described, will the City Council please allow Ryan Dies the right to lease named location for the purpose to operate a sole proprietor goods & services business, specifically, roasting & packaging roasted coffee.

I thank your for your time,

Ryan Dies

815-281-3211

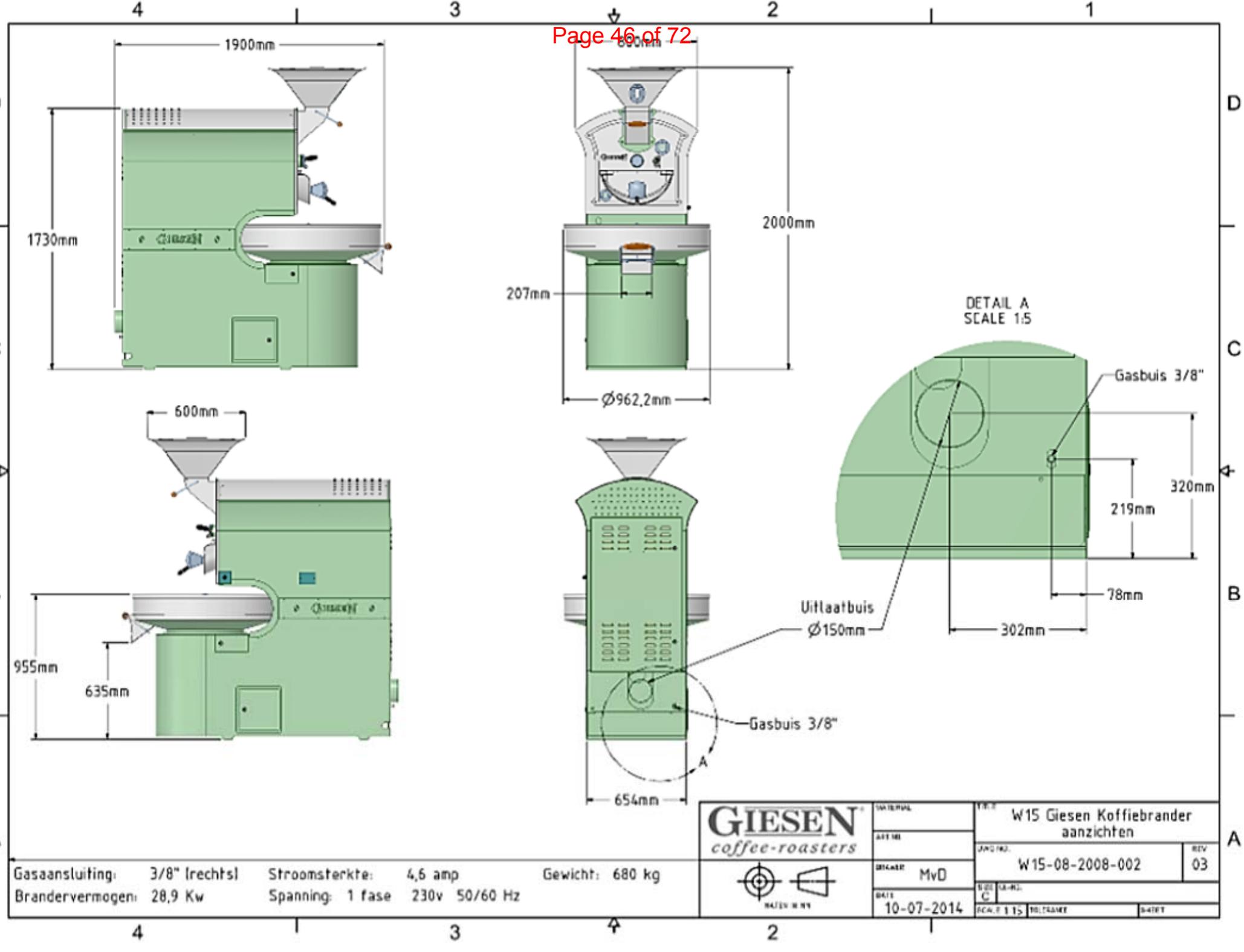
devourcafe@outlook.com



The W15A is Giesen's hallmark product for the specialty coffee industry. Highly perfect for a shop or roasting warehouse.

Options

- Custom paint color
- Brass hammered roof
- Giesen Roast Profile System
- Manual gas valve and gauge
- Custom logo on side of roaster
- Afterburner; Destoner; Electrostatic



Gasaansluiting: 3/8" (rechts) Stroomsterkte: 4,6 amp Gewicht: 680 kg
 Brandervermogen: 28,9 Kw Spanning: 1 fase 230v 50/60 Hz

| | | | |
|---|------------|-------------------------------------|------|
| GIESEN <i>coffee-roasters</i> | INTERNAL | TYPE | |
| | ART. NO. | W15 Giesen Koffiebrander aanzichten | |
| DESIGNER | MvD | JARG. NO. | REV. |
| | | W15-08-2008-002 | 03 |
| DATE | 10-07-2014 | SCALE | |
| | | 1:5 | |



Nameservers
 Forward
 Lock
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Upgrade
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 More

Domain Search

Domains (13)

| Domain Name | Expires | Status | Auto-Ren... | Lock | Priv... |
|---------------------------------------|-----------|--------|-------------|------|---------|
| 61036COFFEE.COM | 1/3/2018 | Active | ✓ | ✓ | |
| 61036ROAST.COM | 1/3/2018 | Active | ✓ | ✓ | |
| AMERICAROAST.COM | 1/3/2018 | Active | ✓ | ✓ | |
| DEPOTROASTERY.COM | 1/3/2018 | Active | ✓ | ✓ | |
| DEVOURCAFE.COM | 3/29/2017 | Active | ✓ | ✓ | ✓ |
| DEVOURGALENA.COM | 1/3/2018 | Active | ✓ | ✓ | ✓ |
| DEVOURROAST.COM | 1/3/2018 | Active | ✓ | ✓ | ✓ |
| DEVOURROASTERS.COM | 1/3/2018 | Active | ✓ | ✓ | ✓ |
| GALENAROAST.COM | 1/3/2018 | Active | ✓ | ✓ | ✓ |
| GALENAROASTERY.COM | 1/3/2018 | Active | ✓ | ✓ | ✓ |
| GENERALROAST.COM | 1/3/2018 | Active | ✓ | ✓ | |
| LEADTOWNCOFFEE.COM | 1/3/2018 | Active | ✓ | ✓ | |
| THEGENERALSCOFFEE.COM | 1/3/2018 | Active | ✓ | ✓ | |

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: January 17, 2017

RE: Recycling Contract

A handwritten signature in black ink, appearing to be "Mark Moran", is written over the "DATE:" line of the memorandum.

Montgomery Trucking submitted the attached letter this week requesting to remove glass as a recyclable material in the Curbside Recycling Services Contract with the City. Their request stems from a notice from Dittmer Recycling in Dubuque, that they no longer want glass in the recycling stream of their facility since there is no longer a viable market for the material. I confirmed this with company president, Scott Dittmer.

The proposal from Montgomery would render glass a refuse item in Galena, to be disposed of in the curbside garbage container and ultimately deposited in a landfill. Made of sand, limestone and ash, glass is considered non-toxic and can be deposited in landfills.

The absence of a market for glass has led others to cease recycling of the material. The City of Dubuque stopped recycling glass in 2011. The Dubuque Metro Area Solid Waste Agency does not accept glass at any of its recycling centers in Dubuque and Deleware counties.

One option for the council would be to keep glass as a recyclable material in the contract, but execute an addendum or letter of understanding that would allow Montgomery to suspend recycling of the material until there is a viable market for the sale of the material. The viability issue could be revisited on a schedule, such as every six months.

If the requested contract modification is approved, glass would no longer be accepted in Galena curbside recycling bins beginning the first week of February. With the change, I would suggest we encourage our residents and businesses to consider purchasing products in containers that are recyclable when the option exists.

Please let me know if you have any questions.

Montgomery Trucking, Inc.

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929 Fulton St.
P.O. Box 6081
Galena, IL 61036

Phone: 815-777-0672 or 800-775-0672
Fax: 815-777-1905
E-mail: montgomerytrucking@att.net

1/17/17

Mayor Renner and Council Members

I am writing this letter to request that glass be removed from the list of recycling items that are now listed in the contract. Dittmer Recycling in Dubuque is our destination for the recycling. As most people now know, they no longer want glass in their facility. It is hard on their equipment and there are really no markets for it. We are the only community they service that is still accepting glass. I want to thank you for your consideration of this matter.

Sincerely,



Gordy Montgomery

CURBSIDE RECYCLING SERVICE CONTRACT

CONTRACT between the **City of Galena**, a Municipal corporation and **Montgomery Trucking, Inc.** an Illinois Corporation, for curbside recycling service. This contract is entered into this 1st day of September, 2013, by and between **Montgomery Trucking, Inc.**, an Illinois Corporation (**the "Contractor"**) and the **City of Galena**, a Municipal Corporation (**the "City"**).

RECITALS:

WHEREAS, City desires to continue and increase utilization of its curbside recycling service; and

WHEREAS, Contractor represents that it has experience in municipal waste services and the expertise necessary as well as purchase the equipment necessary to perform curbside recycling service in the City; and

WHEREAS, the City Council of the City has expressed its commitment to curbside recycling service.

NOW, THEREFORE, in consideration of the foregoing and of mutual covenants as set forth herein, the Contractor and the City intending to be legally bound hereby agree as follows:

1. ORDINANCE DESIGNATING CONTRACTOR.

The City agrees to immediately adopt an ordinance pursuant to Ch. 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, granting to the contractor the exclusive right to handle the collection and disposition of recyclables from residential dwelling units within the City in accordance with the terms and conditions of this contract, which contract shall be specifically referred to in such ordinance.

2. TERM OF CONTRACT.

- a. The term of this Contract shall be from the 1st day of September, 2013 through the 31st day of August, 2018, subject to the provisions of Paragraph 14 and 15 hereof and the City's right to terminate the Contract upon sixty (60) days' written notice if the City Council does not continue funding the service. Contractor and City may, by mutual agreement, extend the term of this Contract.
- b. At the expiration of said term, this Contract shall be considered to be automatically renewed for a five (5) year renewal term, unless either party shall notify the other party by registered mail, return receipt requested, not less than sixty (60) days prior to the expiration of the then term of the contract, notifying the other party that the party giving said notice does not desire to renew this Contract for said additional term.

3. INDEPENDENT CONTRACTOR.

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City. Contractor shall not enter any subcontracts for performance of its responsibilities under this Contract without the written consent of the City.

4. NON-ASSIGNMENT.

Contractor shall not assign, transfer or convey this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the previous written consent of the City and the written concurrence of Contractor's surety. In the event Contractor attempts to assign, transfer, convey or otherwise alter this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City, City may, at its option, terminate this Contract immediately.

5. AREAS OF SERVICE.

The areas of service in the City in which Contractor will perform services pursuant to this Contract are those specified in the Garbage and Refuse Collection and Disposal Contract entered into September 1, 2013, and shall include all residential units within the City limits as of the effective date of this agreement and as may be increased or decreased during the term of this agreement. Said provisions being incorporated herein by reference and such other areas of the City as identified by City and Contractor pursuant to Paragraph 9 of this Contract.

6. SCOPE OF SERVICE.

- a. Curbside recycling. Contractor will perform curbside recycling services in the City as follows:
 - i. Collection. Contractor shall collect and remove all recyclable materials, which are placed in or adjacent to containers, marked with the word "recycling" or with the recycling symbol, at the curbside on public streets, from all single family residences, guest homes, bed and breakfast facilities and all residential complexes of six or fewer units located in the service area described in Paragraph 5 of this Contract. Items placed at the curb for recycling may be "comingled" or not sorted. Should the City desire to change from comingled or single-stream curbside pickup to sorted curbside pickup, City shall notify City at least 120 days prior to the date of the proposed change.
 - ii. Recyclable materials defined. For the purpose of this Contract, recyclable materials include but are not limited to: newspaper, magazines, office paper, junk mail, cardboard, clear container glass, colored container glass, aluminum cans, tin cans, all plastics numbered 1-7, and such other materials as are mutually agreed upon in writing by Contractor and City, which are collected by Contractor pursuant to subparagraph (i) of this Paragraph 6. Recyclables must be deposited in the recycling bins provided by the City, or similar bins clearly labeled as recyclables, as a requirement for pick up.
 - iii. Time of collection. Contractor shall collect the recyclable materials placed at the curbside for collection every other week, regardless of the weather conditions. Collection shall be on the same day of the week as garbage collection service. Collection schedules for holidays will be maintained in accordance with the present holiday schedule.

- iv. Container purchase and distribution. City shall purchase and distribute on a door-to-door basis, at City's sole cost and expense, one colored container to each eligible residence in the area of service. During the term of this Contract, the ownership of the containers purchased by City shall rest with the City, and on termination of the Contract the ownership and right to dispose of the container shall be solely the decision of the City.
- v. Replacement of containers. The parties acknowledge that from time-to-time a resident may lose or otherwise destroy the containers supplied by Contractor. City will assume responsibility for the replacement of lost or destroyed containers during the term of this Contract by making containers available for purchase by residents. The City shall not be bound to bear the cost of replacing containers.
- vi. Transportation of materials. Contractor shall transport the collected recyclable materials to a material processing facility and Contractor shall have responsibility for the sale of such materials in a timely manner. No recyclable materials, may be disposed of in a landfill or other manner than identified in this agreement.

Contract. Contractor assumes all responsibility and liability for storage and disposal of the recyclable materials in the event it is unable to sell the recyclable materials.

- vii. Labor and costs. Contractor shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment required to perform curbside collection, processing and marketing pursuant to this Contract.
- viii. Missed pickups. In the case of a missed pickup called in by a resident, Contractor shall arrange for the pickup of all materials the same day the Contractor is notified of the missed pickup or not more than twenty-four (24) hours after notice of the missed pickup is received.
- ix. Number of collection units. Contractor shall provide an adequate number of collection-recycling vehicles as described in subparagraph (x) of this Paragraph 6, and such additional transportation vehicles as are necessary to perform its responsibilities under this Contract.
- x. Type of collection units. Contractor shall use collection units to perform its responsibilities and such additional vehicles required to access areas in

the City inaccessible to the collection units. Collection units and other vehicle types shall be subject to the approval of the City.

- xi. Maintenance, cleanliness and identification of collection units. The collection units must be licensed in the State of Illinois and shall operate in compliance with all applicable State, Federal and Municipal regulations. All vehicles must be manufactured and maintained to conform with ANSI standards. All vehicles shall be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Contractor.
- xii. Safety requirements. Contractor shall comply with ANSI, OSHA, Industrial Commission and other Federal, State, IEPA and local laws and regulations applicable to the operation of recycling collection vehicles and a curbside recycling service. No vehicle shall be overloaded.
- xiii. Employer training. Contractor shall use only properly trained employees. Contractor shall further certify that each employee assigned to drive a vehicle possesses a valid State CDL license and other licenses required by law or regulation.
- xiv. Employee appearance. Contractor shall require employees to be courteous at all times, work quietly and not trespass or loiter. Clothing shall be neat and clean as practicable. Shirts shall be required at all times.
- xv. Contamination. Non-recyclable materials placed in a recycling bin shall not be collected by Contractor. Contractor shall leave a completed form in the container explaining the reason the non-recyclable materials are not collected. City reserves the right to review and approve the standard form used by the Contractor.
- xvi. Number of employees. An adequate number of personnel shall be provided by the Contractor to perform its responsibilities under this Contract.
- xvii. Standard performance. All of Contractor's responsibilities under this Contract shall be performed to the satisfaction of the City and in a manner consistent with the standards imposed in the Garbage and Refuse Collection and Disposal Contract previously entered into.
- xviii. Reports. Contractor shall file with the City written reports pursuant to Exhibit" A" attached hereto and fully incorporated by this reference.

7. SCHEDULE OF PERFORMANCE.

Contractor shall perform those services set forth in Paragraph 6 entitled Scope of Service. The Schedule of Performance may be modified by the mutual written agreement of the City and Contractor. If Contractor does not satisfy the Schedule of Performance, the City may exercise its rights as specified in Paragraph 14.

8. CHARGES FOR RESIDENTIAL SERVICE

- a. Base price. Contractor shall be compensated by the City at the amount of Two Dollars and 70/100 (\$2.70) per month per household unit. The number of household units entitled to receive service and the monthly compensation paid shall be determined on the same basis as set forth in Paragraph 10 of the September 1, 2013 Garbage and Refuse Collection and Disposal Contract.
- b. Revenues. The amount of gross revenue accrued each month from the sale of recyclable materials shall be retained by Contractor.

9. EXPANSION PROGRAM.

- a. Proposal for expansion. If, during the term of this Contract, City desires to expand the curbside recycling program, City shall submit to Contractor a written proposal for such expansion (hereinafter called "expansion proposal"). The expansion proposal shall include a description of the nature of the service to be performed, the term of the proposed service (not to exceed the then unexpired term of this Contract), and the proposed payment to Contractor. Such expansion proposal shall be submitted to Contractor not less than ninety (90) days prior to the proposed date of expansion.
- b. Response by Contractor. Upon receipt of the expansion proposal from City, Contractor shall have thirty (30) days in which to submit a written response to City.
- c. City determination. Following receipt of Contractor's written response, City shall have sixty (60) days in which to accept or reject Contractor's response. During these sixty (60) days, City and Contractor agree to negotiate in good faith any terms or conditions in the expansion proposal and Contractor's response thereto upon which there is disagreement. If City and Contractor fail to reach an agreement with respect to the terms and conditions for expansion of the curbside recycling program within the time specified herein, Contractor shall

continue to perform curbside recycling in the area of service specified herein for the remaining term thereof, subject to the provisions of Paragraphs 14 and 15.

10. FREE SERVICE TO CITY FACILITIES.

During the term of this Contract, the Contractor agrees to furnish free collection and disposal service for recyclables to all facilities which are either owned or leased by the City.

11. INSURANCE.

Contractor shall obtain and maintain throughout the term of this Contract, at Contractor's sole cost and expense, not less than the insurance coverage set forth in Paragraph 15 of the Garbage and Refuse Collection and Disposal Contract, incorporated herein by this reference. All insurance will be by insurers acceptable to the City and authorized to do business in the State of Illinois. The insurance shall hold harmless the City of the actions of Contractor and Contractor's subcontractors.

12. INDEMNIFICATION AND HOLD HARMLESS.

Contractor agrees to indemnify, hold harmless and defend City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting from, or in any way connected with, Contractor's performance of this Contract, the operations of Contractor, its agents, employees or subcontractors, or the failure of Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.

13. HANDLING OF COMPLAINTS.

Any complaint made to the Contractor shall be given prompt and courteous attention, and in case of alleged missed schedule collections, the Contractor shall investigate, and if such allegations are verified, the Contractor shall arrange for the pickup of all materials the same day the complaint is registered or not more than twenty-four (24) hours after the complaint is received.

14. TERMINATION.

- a. In the event Contractor defaults in the performance of any of the agreements or covenants to be kept, done or performed under the terms of this Contract, City shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice, Contractor shall:
 - i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
- b. If the Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which the City may exercise singly or in combination;
 - i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
 - ii. The right to enter into an agreement with others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.

15. INSOLVENCY OF CONTRACTOR/TERMINATION OF CONTRACT.

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of the City, terminate this Contract.

16. LAW TO GOVERN.

This Contract is entered into and is to be performed in the State of Illinois. City and Contractor agree that the law of the State of Illinois shall govern the rights,

obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

17. CONTRACTOR'S REPRESENTATIONS.

Contractor represents that:

- a. Contractor is duly organized and existing in good standing under the laws of Illinois.
- b. Contractor has the power, authority and possesses all permits necessary and has the legal capacity to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof has been duly authorized.
- c. This Contract has been duly entered into and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

18. MANNER OF CONDUCTING BUSINESS.

The Contractor shall undertake to perform all services required of it hereunder in a neat, orderly and efficient manner, and shall use care and diligence in the performance of this Contract. The Contractor shall use its best efforts to prohibit an drinking of alcoholic beverages and use of illicit drugs by any employee of the Contractor while on duty or in the course of performing its obligations under this Contract.

19. FAILURE OF PERFORMANCE BY THE CONTRACTOR.

In the event of any failure, or allege failure, on the part of the Contractor to perform its obligations required under the terms of this Contract, and in the event that said failure to perform shall continue for a period of more than forty-eights (48) hours after written notice is given to the Contractor by the City, specifying the particular obligations that the Contractor has failed to perform and provided that such failure of performance shall not be due to strikes, catastrophe or act of God or other cause beyond the Contractor's control, then the City may, at its option, make such arrangements for said acts to be performed as the City may see fit, and may deduct any and all reasonable costs incurred by the City in connection therewith from the amount hereinabove specified as payment to the Contractor for such services. In the event that

the Contractor and the City disagree as to whether or not the Contractor has failed to perform any of its obligations hereunder, then the parties shall immediately proceed to refer said issue to non-binding arbitration, one arbitrator to be appointed by the City, one arbitrator to be appointed by the Contractor and a third arbitrator to be selected by the two arbitrators so designated.

20. PERFORMANCE BOND.

It is understood that the Performance Bond previously furnished to the City by Contractor pursuant to Paragraph 24 of the Garbage and Refuse Collection and Disposal Contract shall be applicable to the obligations imposed on the Contractor pursuant to this Contract. All other terms and conditions of Paragraph 24 related to Performance Bond shall be applicable to this Contract.

21. MAINTENANCE OF PERMITS AND LICENSES.

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Contract all permits, licenses and approvals necessary or required for Contractor to perform the work and services described.

22. COMPLIANCE WITH LAWS ORDINANCES AND REGULATIONS.

- a. Contractor agrees that, in the performance of work and services under this Contract, Contractor will qualify under and comply with any and all Federal, State and local laws and regulations now in effect, or hereinafter enacted during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- b. Contractor shall, at all times comply with said applicable laws for the transportation of waste and shall provide to the City (1) within five days after the receipt thereof, true, correct, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any Governmental body; and (2) prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

23. EXCLUSION OF WARRANTIES.

THE CITY MAKES NO WARRANTY OF MERCHANTABILITY, EXPRESS OR IMPLIED, REGARDING THE RECYCLABLE MATERIALS WHICH ARE THE SUBJECT OF THIS CONTRACT. THE CITY, FURTHER, MAKES NO WARRANTY THAT THE RECYCLABLE MATERIALS ARE FIT FOR ANY PARTICULAR PURPOSE, AND THE RECYCLABLES ARE MADE AVAILABLE TO CONTRACTOR FOR HAULING PURSUANT TO THIS CONTRACT AS IS.

THE RECYCLABLE MATERIALS WILL HAVE BEEN EXAMINED BY CONTRACTOR PRIOR TO ACCEPTANCE FOR HAULING AND CITY HAS AGREED TO MAKE THE MATERIALS AVAILABLE FOR HAULING AND RECYCLING ONLY ON CONDITION THAT THE CONTRACTOR HAS FULLY EXAMINED THE MATERIALS PRIOR TO TAKING POSSESSION OF THEM. THE CITY ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF RECYCLABLE MATERIALS IN A FASHION SUITABLE TO MEET THE INDIVIDUAL NEEDS AND PURPOSES OF CONTRACTOR, MONTGOMERY TRUCKING, INC., OR ANY OTHER PARTY.

24. ADJUSTMENT TO CHARGE FOR CURBSIDE RECYCLING SERVICE.

In addition to the adjustment to the charges for residential service as may be made based upon the number of residential units served in accordance with Paragraph 8 herein and in accordance with Paragraph 11 of the Garbage and Refuse Collection and Disposal Contract between the parties, at any time after September 1, 2013, the Contractor may request an adjustment to the Two Dollars and 70/100 (\$2.70) per household unit charge in accordance with one or more of the following criteria:

- a. The Contractor may request that the per household unit charge be increased for each fiscal year commencing with the fiscal year starting May 1, 2014. The increase requested, if any, shall be equal to the percentage increase of a Cost of Living Index agreed to by the parties and published by the U.S. Department of Labor, Bureau of Labor Statistics, as of March 31 of the current year from said agreed upon Index from March 31 of the previous year. Said increase, if any, shall be effective as of the 1st day of May of the fiscal year immediately following the calculation. As an example, the increase, if any, to be effective on May 1, 2014 shall be determined by comparison between the agreed upon Index as of March 31, 2013 and the agreed upon Index as of March 31, 2014.
- b. In addition to the potential increase provided for in subparagraph (a) hereof, the Contractor may be entitled to seek an increase in the per residential unit charge if the charge in the nature of a dumping fee that the Contractor pays to Dittmer Recycling, Dubuque, Iowa, or any other material processing facility, for each

cubic yard of recyclable materials dumped at the Dittmer Recycling or other material processing facility increases beyond the present aggregate charge. In the event said charges increase, then eighty percent (80%) of said increase relating to recycling materials picked up from household units in the City minus the net income earned by Contractor for the sale of recyclable materials, may be requested as an additional increase to the monthly invoice submitted to the City. If agreed to, the City would then pay to the Contractor on a monthly basis eighty percent (80%) of the increased charge incurred by the Contractor for the previous month minus the net income earned by Contractor for the sale of recyclables. Records submitted by the Contractor of dumping fees paid to Dittmer Recycling or to any other processing facility shall be evidence of the amount so paid by the Contractor. Records submitted by the Contractor of income earned for the sale of recyclables shall be evidence of the amount received by the Contractor.

- c. In the event that the Contractor makes a request for an adjustment in accordance with the foregoing, the City shall have sixty (60) days from the date of its receipt of said request to consider an act on said request. In the event that the City approves the adjustment based on said request, then the adjustment shall become effective upon said approval by the City. In the event that the City does not approve said request, it shall notify the Contractor of its failure to approve said request and the Contractor shall then have thirty (30) days to accept the failure of the City to agree to an adjustment or to terminate the Contract.
- d. In the event that the Contractor elects to terminate the Contract, it shall give the City written notice of its election to so terminate the Contract, which notice shall specify the effective date on which the Contract shall be terminated, which date shall be no sooner than ninety (90) days from the date that said written notice is given.
- e. In no event shall the effective date of said termination occur prior to May 1, 2014. In the event that the Contract is terminated, neither the City nor the Contractor shall have any further obligations under the Contract after the effective date of the termination.

25. NOTICES.

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

CITY: City Administrator,
312 1/2 North Main Street
Galena, Illinois 61036

CONTRACTOR: Montgomery Trucking, Inc.,
929 Fulton Street, P.O. Box 6081
Galena, Illinois 61036

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

26. WAIVER.

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

27. AMENDMENT.

This Contract may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

28. ENTIRETY.

This Contract and the previously entered Garbage and Refuse Collection and Disposal Contract contain the entire Contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

CITY OF GALENA, a Municipal Corporation

BY: 
Terry Renner, Mayor

Attest to:


Mary Beth Hyde, City Clerk

MONTGOMERY TRUCKING, INC.

BY: 
President

Attest to:


Vice President

EXHIBIT "A"

REPORTS AND RECORDS

Reports. Contractor shall submit to City the following reports on forms agreed to by the parties during the remaining term of this Contract and any subsequent extensions.

Monthly Reports. On or before the last day of each month of each year during the term of this Contract, Contractor shall submit a monthly report to the City, which includes at least the following:

1. Summaries of tonnages of recyclable materials recovered for the month prior. The City acknowledges that tonnages may be well-reasoned estimates since the Contractor does not collect recyclables exclusively in Galena;
2. Summaries of tonnages of non-recyclable materials collected within the City limits and deposited in landfills pursuant to the Garbage and Refuse Collection and Disposal Contract. The method of calculating tonnages collected within the City shall be subject to the agreement of the parties and may include estimating if the collection route includes properties and refuse outside of the City;

Contractor's Records. Contractor shall maintain its books and records related to summaries of garbage collected and costs and expenses of land filling in accordance with the following minimum requirements:

1. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit upon written request by the City. The records shall be available at the City's address.

ORDINANCE NO. O-17

**AN ORDINANCE ENACTING AND ADOPTING
A SUPPLEMENT TO THE CODE OF ORDINANCES FOR
THE CITY OF GALENA, A MUNICIPAL CORPORATION**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the Fifteenth Supplement to the Code of Ordinances for the City of Galena, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City of Galena; and,

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Illinois Compiled Statutes; and,

WHEREAS, it is the intent of the City Council to accept these updated sections in accordance with the changes of the law of the State of Illinois; and,

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date;

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE CITY COUNCIL OF THE CITY OF GALENA:

Section I. That the Fifteenth Supplement to the Code of Ordinances for the City of Galena as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto be and the same is hereby adopted by reference as if set out in its entirety.

Section II. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council and the Clerk of the City of Galena is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Municipal Offices of the City of Galena.

Section III. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality and shall take effect at the earliest date provided by law.

PASSED AND ADOPTED by the City of Galena on this 23rd day of January, 2017.

AYES:

NAYS:

ABSENT:

(SEAL)

Todd Lincoln, Mayor Pro Tem

ATTEST:

Mary Beth Hyde, City Clerk

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|--|-----|---------|----------------------|--------------|------------|-----------|--------------|
| AT & T (LOCAL) (103) | | | | | | | |
| 011517 | 1 | Invoice | POOL/PHONE | 01/15/2017 | 133.90 | | 59.55.552.00 |
| 011517 | 2 | Invoice | PUBLIC WORKS/PHONE | 01/15/2017 | 180.05 | | 01.41.552.00 |
| 011517 | 3 | Invoice | FIRE DEPARTMENT/PHO | 01/15/2017 | 135.01 | | 22.22.552.00 |
| 011517 | 4 | Invoice | EMS/PHONE | 01/15/2017 | 133.90 | | 12.10.552.00 |
| 011517 | 5 | Invoice | FIRE DEPARTMENT/PHO | 01/15/2017 | 133.29 | | 22.22.552.00 |
| 011517 | 6 | Invoice | FLOOD CONTROL/PHON | 01/15/2017 | 133.90 | | 20.25.515.00 |
| 011517 | 7 | Invoice | ADMINISTRATION/PHON | 01/15/2017 | 34.03 | | 01.13.552.00 |
| Total AT & T (LOCAL) (103): | | | | | 884.08 | | |
| AT & T LONG DISTANCE (119065) | | | | | | | |
| 010117 | 1 | Invoice | PUBLIC WORKS/LONG DI | 01/01/2017 | .03 | | 01.41.552.00 |
| 010117 | 2 | Invoice | POLICE/LONG DISTANCE | 01/01/2017 | 17.86 | | 01.21.552.00 |
| 010117 | 3 | Invoice | ADMINISTRATION/LONG | 01/01/2017 | 44.55 | | 01.13.552.00 |
| Total AT & T LONG DISTANCE (119065): | | | | | 62.44 | | |
| BERNSTEIN, PAM (120344) | | | | | | | |
| 011817 | 1 | Invoice | CONFERENCE REIMBUR | 01/18/2017 | 54.00 | | 01.11.563.00 |
| Total BERNSTEIN, PAM (120344): | | | | | 54.00 | | |
| BONNELL INDUSTRIES INC. (854) | | | | | | | |
| 0172878 | 1 | Invoice | MISC. VEHICLE | 01/06/2017 | 276.00 | | 01.41.613.12 |
| Total BONNELL INDUSTRIES INC. (854): | | | | | 276.00 | | |
| CARD SERVICE CENTER (119840) | | | | | | | |
| 011517 | 1 | Invoice | OFFICE SUPPLIES | 01/15/2017 | 155.94 | | 01.11.929.01 |
| 011517 | 2 | Invoice | SIGN | 01/15/2017 | 41.60 | | 01.13.511.01 |
| 011517 | 3 | Invoice | OFFICE SUPPLIES | 01/15/2017 | 68.51 | | 01.13.651.02 |
| 011517 | 4 | Invoice | CHRISTMAS CARDS | 01/15/2017 | 83.93 | | 01.21.554.00 |
| 011517 | 5 | Invoice | OFFICE SUPPLIES | 01/15/2017 | 20.65 | | 01.21.651.00 |
| 011517 | 6 | Invoice | SUPPLIES | 01/15/2017 | 20.65 | | 01.41.652.00 |
| 011517 | 7 | Invoice | SUPPLIES | 01/15/2017 | 20.65 | | 22.22.651.00 |
| 011517 | 8 | Invoice | EXCHANGE ON LINE | 01/15/2017 | 119.00 | | 51.42.929.00 |
| Total CARD SERVICE CENTER (119840): | | | | | 530.93 | | |
| CHICAGO CENTRAL PACIFIC (107) | | | | | | | |
| 9500167097 | 1 | Invoice | LEASE FOR FENCE/DEP | 12/02/2016 | 300.00 | | 01.11.929.02 |
| Total CHICAGO CENTRAL PACIFIC (107): | | | | | 300.00 | | |
| CIVIC SYSTEMS (865) | | | | | | | |
| CVC14989 | 1 | Invoice | SOFTWARE ANNUAL SU | 01/09/2017 | 805.00 | | 13.44.532.00 |
| CVC14989 | 2 | Invoice | SOFTWARE ANNUAL SU | 01/09/2017 | 2,000.00 | | 51.42.532.00 |
| CVC14989 | 3 | Invoice | SOFTWARE ANNUAL SU | 01/09/2017 | 2,000.00 | | 52.43.532.00 |
| Total CIVIC SYSTEMS (865): | | | | | 4,805.00 | | |
| COMPASS MINERALS AMERICA (120335) | | | | | | | |
| 71580444 | 1 | Invoice | SALT | 12/30/2016 | 1,357.50 | | 01.41.614.07 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|-----|---------|-----------------------|--------------|------------|-----------|--------------|
| 71584088 | 1 | Invoice | SALT | 01/06/2017 | 2,746.76 | | 01.41.614.07 |
| Total COMPASS MINERALS AMERICA (120335): | | | | | 4,104.26 | | |
| CONMAT, INC. (1187) | | | | | | | |
| 105506 | 1 | Invoice | CHIPS | 12/31/2016 | 786.86 | | 15.41.614.01 |
| Total CONMAT, INC. (1187): | | | | | 786.86 | | |
| DIXON, R. K. CO. (1) | | | | | | | |
| 1651860 | 1 | Invoice | COPIES MADE | 01/10/2017 | 205.74 | | 01.13.579.00 |
| Total DIXON, R. K. CO. (1): | | | | | 205.74 | | |
| DOIG, KATHLEEN (119339) | | | | | | | |
| 012317 | 1 | Invoice | MARKET HOUSE RESTR | 01/23/2017 | 225.00 | | 01.13.511.06 |
| Total DOIG, KATHLEEN (119339): | | | | | 225.00 | | |
| ELITE PLUMBING (120136) | | | | | | | |
| 4056 | 1 | Invoice | JANITORS CLOSIT/SLOP | 01/10/2017 | 148.00 | | 01.13.511.06 |
| Total ELITE PLUMBING (120136): | | | | | 148.00 | | |
| FIRE TEXT RESPONSE, LLC (119945) | | | | | | | |
| 2017-1264 | 1 | Invoice | IPHONE APP FOR PAGIN | 01/04/2017 | 500.00 | | 22.22.652.00 |
| Total FIRE TEXT RESPONSE, LLC (119945): | | | | | 500.00 | | |
| GALENA CHRYSLER (82) | | | | | | | |
| 05941 | 1 | Invoice | SQUAD 6 MAINTENANCE | 01/10/2017 | 24.00 | | 01.21.513.06 |
| 65676 | 1 | Invoice | SQUAD 3 MAINTENANCE | 12/05/2016 | 6.00 | | 01.21.513.06 |
| 65705 | 1 | Invoice | SQUAD 3 REPAIRS | 12/12/2016 | 421.55 | | 01.21.513.06 |
| 65773 | 1 | Invoice | SQUAD 2 MAINTENANCE | 12/12/2016 | 29.86 | | 01.21.513.06 |
| 65947 | 1 | Invoice | SQUAD 3 MAINTENANCE | 12/28/2016 | 27.36 | | 01.21.513.06 |
| Total GALENA CHRYSLER (82): | | | | | 508.77 | | |
| GALENA GAZETTE (34) | | | | | | | |
| 00053092 | 1 | Invoice | AD FOR CITIZEN'S ACAD | 01/11/2017 | 111.00 | | 01.21.549.00 |
| Total GALENA GAZETTE (34): | | | | | 111.00 | | |
| GALENA LUMBER CO. (85) | | | | | | | |
| 123116 | 1 | Invoice | MISC. VEHICLE | 12/31/2016 | 52.55 | | 01.41.613.12 |
| Total GALENA LUMBER CO. (85): | | | | | 52.55 | | |
| GLOBAL REACH INTERNET PROD. (119792) | | | | | | | |
| 80213 | 1 | Invoice | WEBSITE HOSTING FEE | 12/01/2016 | 95.00 | | 01.13.512.05 |
| Total GLOBAL REACH INTERNET PROD. (119792): | | | | | 95.00 | | |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|---|-----|---------|----------------------|--------------|------------|-----------|--------------|
| GUY'S TRUCK & TRACTOR SERVICE (119033) | | | | | | | |
| GW1008041 | 1 | Invoice | 2011 INTERNAL DUMP | 12/22/2016 | 95.34 | | 01.41.613.06 |
| GW1008079 | 1 | Invoice | BACKHOE | 12/29/2016 | 117.57 | | 01.41.613.07 |
| GW1008086 | 1 | Invoice | SUPPLIES | 12/30/2016 | 9.05 | | 01.41.652.00 |
| GW1008103 | 1 | Invoice | 2011 INTERNAL DUMP | 01/04/2017 | 4,222.70 | | 01.41.613.06 |
| GW1008105 | 1 | Invoice | 07 STERLING DUMP | 01/04/2017 | 239.17 | | 01.41.613.05 |
| Total GUY'S TRUCK & TRACTOR SERVICE (119033): | | | | | 4,683.83 | | |
| HALSTEAD, MARY L. (119966) | | | | | | | |
| 012317 | 1 | Invoice | CITY HALL JANITOR | 01/23/2017 | 240.00 | | 01.13.511.07 |
| 012317 | 2 | Invoice | PUBLIC RESTROOMS AT | 01/23/2017 | 225.00 | | 01.13.511.07 |
| Total HALSTEAD, MARY L. (119966): | | | | | 465.00 | | |
| HD SUPPLY WATERWORKS, LTD. (119090) | | | | | | | |
| G569083 | 1 | Invoice | METERS | 01/10/2017 | 3,645.00 | | 51.42.831.00 |
| Total HD SUPPLY WATERWORKS, LTD. (119090): | | | | | 3,645.00 | | |
| HEALTHCARE SERVICE CORPORATION (118931) | | | | | | | |
| 011517 | 1 | Invoice | HSA/FAMILY/EMPLOYEE | 01/15/2017 | 4,361.00 | | 01.218.0 |
| 011517 | 2 | Invoice | PPO/BLUE CROSS BLUE | 01/15/2017 | 396.00 | | 01.218.0 |
| 011517 | 3 | Invoice | HEALTH INSURANCE | 01/15/2017 | 30,936.96 | | 01.13.451.00 |
| 011517 | 4 | Invoice | WESTEMEIER/INSURAN | 01/15/2017 | 1,014.15 | | 78.32.464.02 |
| Total HEALTHCARE SERVICE CORPORATION (118931): | | | | | 36,708.11 | | |
| HOLLAND HEATING, AIR COND (99) | | | | | | | |
| 42279 | 1 | Invoice | MAINTENANCE | 01/06/2017 | 233.96 | | 01.41.863.09 |
| 42279 | 2 | Invoice | MAINTENANCE | 01/06/2017 | 233.95 | | 01.21.511.00 |
| 42279 | 3 | Invoice | MAINTENANCE | 01/06/2017 | 233.95 | | 01.41.511.00 |
| 42279 | 4 | Invoice | MAINTENANCE | 01/06/2017 | 233.95 | | 59.55.511.02 |
| Total HOLLAND HEATING, AIR COND (99): | | | | | 935.81 | | |
| IFIBER (119998) | | | | | | | |
| 1701081 | 1 | Invoice | INTERNET CONNECTION | 01/01/2017 | 300.00 | | 22.22.652.00 |
| Total IFIBER (119998): | | | | | 300.00 | | |
| INT'L ASSOC. CHIEFS OF POLICE (119489) | | | | | | | |
| 011817 | 1 | Invoice | DUES | 01/18/2017 | 150.00 | | 01.21.561.00 |
| Total INT'L ASSOC. CHIEFS OF POLICE (119489): | | | | | 150.00 | | |
| JDWI (235) | | | | | | | |
| 41473 | 1 | Invoice | SR CIT TRANSPORT | 12/31/2016 | 833.00 | | 01.13.542.00 |
| Total JDWI (235): | | | | | 833.00 | | |
| JO CARROLL ENERGY, INC. (397) | | | | | | | |
| 011517 | 1 | Invoice | ELECTRIC/STREET LIGH | 01/15/2017 | 783.78 | | 15.41.572.00 |
| 011517 | 2 | Invoice | PUBLIC WORKS/ELECTRI | 01/15/2017 | 439.68 | | 01.41.571.01 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|--|-----|---------|---------------------|--------------|------------|-----------|--------------|
| 011517 | 4 | Invoice | EMS/ELECTRIC | 01/15/2017 | 82.07 | | 12.10.571.01 |
| 011517 | 5 | Invoice | PARKS/ELECTRIC | 01/15/2017 | 177.24 | | 17.52.571.01 |
| 011517 | 6 | Invoice | FIRE | 01/15/2017 | 92.88 | | 22.22.576.01 |
| 011517 | 7 | Invoice | POOL/ELECTRIC | 01/15/2017 | 518.97 | | 59.55.571.01 |
| Total JO CARROLL ENERGY, INC. (397): | | | | | 2,094.62 | | |
| JO DAVIESS CTY CLERK/RECORDER (393) | | | | | | | |
| 010417 | 1 | Invoice | LIEN RELEASE | 01/04/2017 | 51.00 | | 51.42.549.00 |
| Total JO DAVIESS CTY CLERK/RECORDER (393): | | | | | 51.00 | | |
| JO DAVIESS CTY HEALTH DEPT (121) | | | | | | | |
| 010917 | 1 | Invoice | B&B INSPECTIONS | 01/09/2017 | 50.00 | | 01.16.546.00 |
| Total JO DAVIESS CTY HEALTH DEPT (121): | | | | | 50.00 | | |
| JO DAVIESS CTY SHERIFF (116) | | | | | | | |
| GPD16-17 | 1 | Invoice | INTERGOVERNMENTAL | 01/06/2017 | 1,751.00 | | 01.21.538.00 |
| Total JO DAVIESS CTY SHERIFF (116): | | | | | 1,751.00 | | |
| JULIE, INC. (788) | | | | | | | |
| 2017-0635 | 1 | Invoice | JULIE LOCATES | 01/09/2017 | 621.34 | | 01.41.549.00 |
| Total JULIE, INC. (788): | | | | | 621.34 | | |
| LAWSON PRODUCTS, INC. (627) | | | | | | | |
| 9304620354 | 1 | Invoice | SUPPLIES | 01/04/2017 | 220.75 | | 01.41.652.00 |
| Total LAWSON PRODUCTS, INC. (627): | | | | | 220.75 | | |
| LEIBOLD AUTO CENTER OF GALENA (943) | | | | | | | |
| 25719 | 1 | Invoice | REPLACE TIRES | 12/20/2016 | 904.98 | | 01.41.652.01 |
| Total LEIBOLD AUTO CENTER OF GALENA (943): | | | | | 904.98 | | |
| LEXISNEXIS RISK SOLUTIONS (376) | | | | | | | |
| 1343164-201 | 1 | Invoice | INVESTIGATION PROGR | 12/31/2016 | 34.50 | | 01.21.652.03 |
| Total LEXISNEXIS RISK SOLUTIONS (376): | | | | | 34.50 | | |
| LICCIARDI, SUSAN (120346) | | | | | | | |
| 010617 | 1 | Invoice | CREDIT BALANCE REFU | 01/06/2017 | 8.53 | | 98.115.0 |
| Total LICCIARDI, SUSAN (120346): | | | | | 8.53 | | |
| LOGIN/IACP NET (119526) | | | | | | | |
| 29134 | 1 | Invoice | ANNUAL FEE FOR IACP | 12/14/2016 | 525.00 | | 01.21.563.00 |
| Total LOGIN/IACP NET (119526): | | | | | 525.00 | | |
| MID-STATES ORG. CRIME INFO CNT (119389) | | | | | | | |
| 013104-1288 | 1 | Invoice | DUES | 01/04/2017 | 100.00 | | 01.21.652.03 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|--|-----|---------|-----------------------|--------------|------------|-----------|--------------|
| Total MID-STATES ORG. CRIME INFO CNT (119389): | | | | | 100.00 | | |
| MIDWEST BUSINESS PRODUCTS (38) | | | | | | | |
| 344433 | 1 | Invoice | COPIER LEASE | 01/10/2017 | 381.17 | | 01.21.512.03 |
| Total MIDWEST BUSINESS PRODUCTS (38): | | | | | 381.17 | | |
| MITCHELL, ALLISON (120345) | | | | | | | |
| 011817 | 1 | Invoice | DAMAGE DEPOSIT REFU | 01/18/2017 | 200.00 | | 58.54.929.00 |
| Total MITCHELL, ALLISON (120345): | | | | | 200.00 | | |
| MONTGOMERY TRUCKING (133) | | | | | | | |
| 150594 | 1 | Invoice | REFUSE HANDLING CON | 01/01/2017 | 13,636.60 | | 13.44.540.04 |
| 150594 | 2 | Invoice | RECYCLING CONTRACT | 01/01/2017 | 4,716.90 | | 13.44.540.00 |
| 150594 | 3 | Invoice | DUMPSTER RENT | 01/01/2017 | 60.00 | | 13.44.544.03 |
| 151086 | 1 | Invoice | DUMPSTER RENTAL | 01/01/2017 | 45.00 | | 22.22.929.00 |
| Total MONTGOMERY TRUCKING (133): | | | | | 18,458.50 | | |
| NAPA AUTO PARTS (79) | | | | | | | |
| 123117 | 1 | Invoice | EQUIPMENT | 12/31/2016 | 21.96 | | 17.52.514.00 |
| 123117 | 2 | Invoice | 2011 1-TON | 12/31/2016 | 41.97 | | 01.41.613.04 |
| 123117 | 3 | Invoice | EQUIPMENT | 12/31/2016 | 89.72 | | 17.52.514.00 |
| Total NAPA AUTO PARTS (79): | | | | | 153.65 | | |
| NOTARY PUBLIC ASSOC. OF IL (119401) | | | | | | | |
| 011817 | 1 | Invoice | NOTARY RENEWAL/HYD | 01/18/2017 | 64.00 | | 01.14.561.00 |
| Total NOTARY PUBLIC ASSOC. OF IL (119401): | | | | | 64.00 | | |
| PETTY CASH/POLICE DEPT. (163) | | | | | | | |
| 011717 | 1 | Invoice | POSTAGE | 01/17/2017 | 30.33 | | 01.21.551.00 |
| Total PETTY CASH/POLICE DEPT. (163): | | | | | 30.33 | | |
| QUILL CORP. (686) | | | | | | | |
| 2979952 | 1 | Invoice | OFFICE SUPPLIES/POLIC | 12/28/2016 | 7.69 | | 01.21.651.00 |
| 2984082 | 1 | Invoice | OFFICE SUPPLIES/POLIC | 12/29/2016 | 64.69 | | 01.21.651.00 |
| 3061858 | 1 | Invoice | OFFICE SUPPLIES/POLIC | 12/28/2016 | 47.99 | | 01.21.651.00 |
| 3342942 | 1 | Invoice | OFFICE SUPPLIES/POLIC | 01/10/2017 | 82.68 | | 01.21.651.00 |
| Total QUILL CORP. (686): | | | | | 203.05 | | |
| REPORTING SYSTEMS, INC. (120343) | | | | | | | |
| 2017-0385 | 1 | Invoice | RUN REPORT APP | 01/01/2017 | 1,188.00 | | 22.22.652.00 |
| Total REPORTING SYSTEMS, INC. (120343): | | | | | 1,188.00 | | |
| SECURITY PRODUCTS OF DUBUQUE (119890) | | | | | | | |
| 0451686 | 1 | Invoice | ALARM MONITORING | 01/09/2017 | 27.00 | | 01.13.552.00 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|--|-----|---------|-----------------------|--------------|------------|-----------|--------------|
| Total SECURITY PRODUCTS OF DUBUQUE (119890): | | | | | 27.00 | | |
| STEEL MART (567) | | | | | | | |
| 376163 | 1 | Invoice | TRAILER | 01/07/2017 | 24.48 | | 01.41.613.12 |
| 376548 | 1 | Invoice | BACKHOE HYD HAMMER | 01/12/2017 | 31.50 | | 01.41.613.07 |
| Total STEEL MART (567): | | | | | 55.98 | | |
| STEPHENSON SERVICE CO. (119230) | | | | | | | |
| 011517 | 1 | Invoice | FUEL | 01/15/2017 | 532.41 | | 01.41.655.00 |
| Total STEPHENSON SERVICE CO. (119230): | | | | | 532.41 | | |
| SUPERIOR WELDING SUPPLY (181) | | | | | | | |
| L4353274 | 1 | Invoice | WELDING SUPPLIES | 01/01/2017 | 40.00 | | 01.41.652.02 |
| Total SUPERIOR WELDING SUPPLY (181): | | | | | 40.00 | | |
| TOTALFUNDS BY HASLER (119730) | | | | | | | |
| 010117 | 1 | Invoice | POSTAGE | 01/01/2017 | 500.00 | | 01.13.551.00 |
| TOTALFUNDS BY HASLER (119730): | | | | | 500.00 | | |
| TRI-STATE PORTA POTTY, INC. (908) | | | | | | | |
| 7559 | 1 | Invoice | PARKS/PORTA POTTY | 01/06/2017 | 105.00 | | 17.52.579.01 |
| Total TRI-STATE PORTA POTTY, INC. (908): | | | | | 105.00 | | |
| UNIFORM DEN EAST, INC. (119474) | | | | | | | |
| 48994 | 1 | Invoice | UNIFORMS/CHUCK | 01/12/2017 | 309.86 | | 01.21.471.15 |
| Total UNIFORM DEN EAST, INC. (119474): | | | | | 309.86 | | |
| VANGUARD COUNTERTOPS, INC. (119494) | | | | | | | |
| 40105 | 1 | Invoice | OFFICE FILING CABINET | 01/11/2017 | 1,236.00 | | 22.22.844.04 |
| Total VANGUARD COUNTERTOPS, INC. (119494): | | | | | 1,236.00 | | |
| VERIZON WIRELESS (316) | | | | | | | |
| 010117 | 1 | Invoice | PAY & DISPLAY | 01/01/2017 | 110.05 | | 01.21.537.00 |
| 011517 | 1 | Invoice | FIRE DEPARTMENT/VERI | 01/15/2017 | 76.02 | | 22.22.655.00 |
| 011517 | 2 | Invoice | VERIZON JET PACK FOR | 01/15/2017 | 38.03 | | 01.21.652.03 |
| Total VERIZON WIRELESS (316): | | | | | 224.10 | | |
| WAL-MART COMMUNITY (CC) (1258) | | | | | | | |
| 011517 | 1 | Invoice | OFFICE SUPPLIES | 01/15/2017 | 22.05 | | 01.13.651.02 |
| 011517 | 2 | Invoice | OFFICE SUPPLIES | 01/15/2017 | 110.99 | | 01.21.651.00 |
| 011517 | 3 | Invoice | SCALE FOR WEIGHING | 01/15/2017 | 34.97 | | 01.21.652.03 |
| 011517 | 4 | Invoice | HOLIDAY GIVING PROGR | 01/15/2017 | 1,997.37 | | 01.21.919.01 |
| 011517 | 5 | Invoice | CLOTHING | 01/15/2017 | 11.00 | | 01.41.471.09 |
| 011517 | 6 | Invoice | MISC. VEHICLE | 01/15/2017 | 119.28 | | 01.41.613.12 |
| 011517 | 7 | Invoice | SUPPLIES | 01/15/2017 | 343.78 | | 01.41.652.00 |

| Invoice | Seq | Type | Description | Invoice Date | Total Cost | PO Number | GL Account |
|--|-----|---------|----------------------|--------------|------------|-----------|--------------|
| 011517 | 8 | Invoice | SUPPLIES | 01/15/2017 | 38.45 | | 17.52.652.00 |
| Total WAL-MART COMMUNITY (CC) (1258): | | | | | 2,677.89 | | |
| WEX BANK (119104) | | | | | | | |
| 010117 | 1 | Invoice | PUBLIC WORKS-GAS | 01/01/2017 | 2,103.29 | | 01.41.655.00 |
| 010117 | 2 | Invoice | PARKS-GAS | 01/01/2017 | 360.61 | | 17.52.655.03 |
| 010117 | 3 | Invoice | POLICE-GAS | 01/01/2017 | 1,047.57 | | 01.21.655.00 |
| 010117 | 4 | Invoice | FIRE-GAS | 01/01/2017 | 56.48 | | 22.22.655.00 |
| Total WEX BANK (119104): | | | | | 3,567.95 | | |
| WHITE CONSTRUCTION CO., INC. (119359) | | | | | | | |
| 010217 | 1 | Invoice | PIGEON MITIGATION | 01/02/2017 | 2,100.00 | | 58.54.511.00 |
| 010317 | 1 | Invoice | PORTABLE BARS | 01/03/2017 | 1,310.00 | | 58.54.511.00 |
| 011517 | 1 | Invoice | GARAGE MAINTENANCE | 01/15/2017 | 825.00 | | 01.41.511.00 |
| 012317 | 1 | Invoice | TURNER HALL JANITORI | 01/23/2017 | 350.00 | | 58.54.536.00 |
| Total WHITE CONSTRUCTION CO., INC. (119359): | | | | | 4,585.00 | | |
| Grand Totals: | | | | | 102,271.99 | | |

Report GL Period Summary

Vendor number hash: 4200622
 Vendor number hash - split: 6125879
 Total number of invoices: 74
 Total number of transactions: 118

| Terms Description | Invoice Amount | Net Invoice Amount |
|-------------------|----------------|--------------------|
| Open Terms | 102,271.99 | 102,271.99 |
| Grand Totals: | 102,271.99 | 102,271.99 |