



# City of Galena, Illinois

## AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JANUARY 9, 2017

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

ITEM	DESCRIPTION
17C-0001.	Call to Order by Presiding Officer
17C-0002.	Roll Call
17C-0003.	Establishment of Quorum
17C-0004.	Pledge of Allegiance
17C-0005.	Reports of Standing Committees
17C-0006.	Citizens Comments <ul style="list-style-type: none"> <li>• Not to exceed 15 minutes as an agenda item</li> <li>• Not more than 3 minutes per speaker</li> <li>• No testimony on zoning items where a public hearing has been conducted</li> </ul>

### PUBLIC HEARINGS

None.

### LIQUOR COMMISSION

None.

### CONSENT AGENDA CA17-1

ITEM	DESCRIPTION	PAGE
17C-0007.	Approval of the Minutes of the Regular City Council Meeting of December 27, 2016	4-8

**CONSENT AGENDA CA17-1**

ITEM	DESCRIPTION	PAGE
17C-0008.	Approval of Final Contract for Galena River Trail Phase 3 Construction Engineering	9
17C-0009.	Approval of Final Contract for Galena River Trail Phase 3 Materials Testing Services	10
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 P.M.	11-13

**UNFINISHED BUSINESS**

ITEM	DESCRIPTION	PAGE
16C-0524.	Discussion and Possible Action on a Five-Year Work Plan for Cemetery Park	14-19

**NEW BUSINESS**

ITEM	DESCRIPTION	PAGE
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.	20-25
17C-0012.	Reconsideration of Resolution R16-02, A Resolution Confirming Reservation of Funds for Phase 3 of the Galena River Trail Project	26-32
17C-0013.	First Reading of an Ordinance to Prohibit Feeding Deer in the City Limits of Galena	33-35
17C-0014.	Update on Damage to Depot Building as a Result of Frozen Pipes	--
17C-0015.	Warrants	36-41
17C-0016.	Alderspersons' Comments	
17C-0017.	City Administrator's Report	
17C-0018.	Mayor's Report	
17C-0019.	Adjournment	

**CALENDAR INFORMATION**

<b>BOARD/COMMITTEE</b>	<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
Zoning Board of Appeals	Wed. January 11	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. January 23	6:30 P.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. February 2	6:30 P.M.	City Hall, 101 Green Street

Posted: Thursday, January 5, 2017 at 3:30 p.m. Posted By:

**MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 27 DECEMBER 2016**

**16C-0514 – 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 27 December 2016.

**16C-0515 – ROLL CALL**

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

Absent: Fach

**16C-0516 – ESTABLISHMENT OF QUORUM**

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

**16C-0517– PLEDGE OF ALLEGIANCE**

The Pledge was recited.

**16C-0518 - REPORTS OF STANDING COMMITTEE**

None.

**16C-0519 – PUBLIC COMMENTS**

None.

**CONSENT AGENDA CA16-24**

**16C-0520 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 12, 2016**

**16C-0521 – APPROVAL OF CONTRACT FOR GALENA RIVER TRAIL PHASE 3 CONSTRUCTION ENGINEERING**

**16C-0522 – APPROVAL OF CONTRACT FOR GALENA RIVER TRAIL PHASE 3 MATERIALS TESTING SERVICES**

**Motion:** Kieffer moved, seconded by Westemeier, to approve Consent Agenda CA16-24 as presented.

**Discussion:** None.

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

The motion carried.

**NEW BUSINESS**

**16C-0523– REPORT FROM AMERICAN WATER ON GALENA WATER AND WASTEWATER OPERATIONS**

Jeff Saylor reported November was a quiet month. From some of the leaks and things repaired in mid-October, the daily average went from 439,000 gallons to 370,000 gallons per day. The small leaks added up to more than what he thought. The plant is working well. Repairs were made on the Pluym lift station. They have been performing lots of locates. There has been lots of activity in the hospital area.

Saylor announced he will be retiring in March. American Water has had several inquiries for the position. One potential candidate they are very interested in is from the military service side.

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

**Dale Glick, 2005 Oak Street, Hazel Green** – Glick made a presentation of the work he has completed at the Old City Cemetery.

Mayor Renner questioned if anything separates the denominations. Glick reported he believes the Northeast section is the catholic section. Several of the tomb stones have catholic symbols. The west side is nothing specific.

The Galena Foundation has approved his grant request for the first year estimates. Hahn quarry has agreed to donate the limestone, approximately 20 pieces at a cost of \$1,500-\$2,000.

**16C-0525 – DISCUSSION AND POSSIBLE ACTION ON DEER MANAGEMENT PROGRAM AND ACTION PLAN AS RECOMMENDED BY THE DEER COMMITTEE**

**Motion:** Bernstein moved, seconded by Hahn, to approve and accept the recommendations on the Deer Management Program and Action Plan as recommended by the Deer Committee, 16C-0525.

**Discussion:** Council agreed it was important to do the flyover. The approximate cost is \$1,500. The funds will be taken out of the video gaming revenues.

Bernstein recommended doing a mailing format for the citizen's survey as some people don't have access to the internet.

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

The motion carried.

**16C-0526– FIRST READING OF AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA FOR THE 2010 SEWER BONDS**

**Motion:** Hahn moved, seconded by Lincoln, to approve the first reading and waive the second reading of an ordinance abating certain taxes heretofore levied by the City of Galena for the 2010 Sewer Bonds, 16C-0526.

**Discussion:** None.

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

The motion carried.

**16C-0527– FIRST READING OF AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA FOR THE 2012A SEWER BONDS**

**Motion:** Lincoln moved, seconded by Kieffer, to approve the first reading and waive the second reading of an ordinance abating certain taxes heretofore levied by the City of Galena for the 2012A Sewer Bonds, 16C-0527.

**Discussion:** None.

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

The motion carried.

**16C-0528– FIRST READING OF AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA FOR THE 2012B SEWER BONDS**

**Motion:** Bernstein moved, seconded by Hahn, to approve the first reading and waive the second reading of an ordinance abating certain taxes heretofore levied by the City of Galena for the 2012B Sewer Bonds, 16C-0528.

**Discussion:** None.

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

The motion carried.

**16C-0529 – FIRST READING OF AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA FOR THE PALACE CAMPGROUND**

**Motion:** Westemeier moved, seconded by Kieffer, to approve the first reading and waive the second reading of an ordinance abating certain taxes heretofore levied by the City of Galena for the Palace Campground, 16C-0529.

**Discussion:** None.

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

The motion carried.

**16C-0530– DISCUSSION AND POSSIBLE ACTION ON THE FISCAL YEAR 2018-2022 CAPITAL IMPROVEMENT PLAN**

**Motion:** Hahn moved, seconded by Lincoln, to approve the Fiscal Year 2018-2022 Capital Improvement Plan.

**Discussion:** None.

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

The motion carried.

**16C-0531 – WARRANTS**

**Motion:** Kieffer moved, seconded by Hahn, to approve the Warrants as presented with the addition of a Warrant to U.S. Bank in the amount of \$415,991.25 for sewer bonds.

**Discussion:** Moran explained the warrant for U.S. Bank was for the annual principal and interest payment on the sewer treatment plant bonds.

Bernstein questioned what the bill to League of American Theaters was for. Keefer explained it was a yearly membership for Turner Hall that will provide educational support and materials. They will receive things like energy saving tips to marketing and capital fundraising campaigns.

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

The motion carried.

**16C-0532 – ALDERPERSONS’ COMMENTS**

Happy New Year!

**Street Lights** – Bernstein advised she received a complaint from an individual with regard to the new street lights. They are concerned they give off a blue light which is not an ambient light.

**16C-0533 – CITY ADMINISTRATOR’S REPORT**

**LED Lights** – The City has replaced all of the city owned lighting with LED fixtures. The lights referenced by Bernstein are those owned by Jo Carroll. Jo Carroll has replaced a handful of lights. They used a higher temperature light. A number of complaints have been made on those. Staff met with the new CEO of Jo Carroll Energy and expressed concerns. Jo Carroll has agreed to lower the temperature to match the city’s lights. It will be a softer light.

**Train Depot** – Moran reported we had a case of frozen pipes at the Train Depot. There is lots of damage to the boiler and radiator system. Staff is in the process of getting that cleaned up. We are looking at potentially replacing the boiler system with a gas forced air system. Staff is working with the insurance company. Staff has requested prices from both Holland Heating and Top Notch as the work will need to get started in the next couple days.

**Capital Improvement Plan** – Moran thanked Council for their approval of the Capital Improvement Plan. We do our best to project out. The street project plan gets tougher each year.

**16C-0534 – MAYOR’S REPORT**

Mayor Renner thanked staff for the Capital Improvement Plan and wished all a “Happy New Year”.

**16C-0535 - ADJOURNMENT**

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

**Discussion:** None.

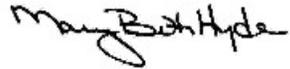
**Roll Call:** AYES: Lincoln, Westemeier, Bernstein, Hahn, Kieffer, Renner

NAYS: None  
ABSENT: Fach

The motion carried.

The meeting adjourned at 7:03 p.m.

Respectfully submitted,

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

Mary Beth Hyde, MMC  
City Clerk

# CITY OF GALENA, ILLINOIS

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



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis - City Engineer *ALewis*

DATE: 2 January 2017

RE: Galena River Trail – Phase 3  
Approval of Agreement for Construction Engineering Services

At the previous meeting the city council approved city staff to enter negotiation with IIW Engineers for construction engineering for the bike trail project.

Construction engineering services will include the following:

- Provide construction staking for the entire project.
- Provide construction observation on an 'as need' basis as requested by the City Engineer.
- Provide advice and complete plans and specifications for any design changes on 'as need' basis. This will include assisting city staff with completion of change orders.
- Assist with coordination of materials testing.

IIW provided a contract agreement and fee schedule for consideration. After review we concluded the proposed fees are comparable with fees for previous similar type projects. Based on the fee schedule and project scope, total engineering costs are estimated at \$35,000. All of these fees will be covered by the ITEP grant.

I recommend the city council approves a contract agreement with IIW Engineers for construction engineering for the bike trail project

# CITY OF GALENA, ILLINOIS

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



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis - City Engineer *ALewis*

DATE: 2 January 2017

RE: Galena River Trail – Phase 3  
Approval of Agreement for Material Testing Services

At the previous meeting the city council approved city staff to enter negotiation with Testing Services Corporation (TSC) for material testing for the bike trail project.

Material testing services will include the following:

- A. All geotechnical services for entire project. Services are to comply with minimum requirements for a Federally funded IDOT type project. Testing frequency to be based on IDOT Project Procedures Guide.
- B. Project duration is expected to be 100 days commencing in mid-February 2017.

TSC provided a contract agreement and fee schedule for consideration. After review we concluded the proposed testing fees are comparable with fees for previous similar type projects. Based on the fee schedule and project scope, total testing costs are estimated in the range of \$15-20,000. All of these fees will be covered by the ITEP grant.

I recommend the city council approves a contract agreement with Testing Services Corporation to complete material testing for the bike trail project.

# CITY OF GALENA, ILLINOIS



## Street Dance/Street Closure Permit

**Street Dance:** An event organized and sponsored by a nonprofit organization in which persons gather in a designated area of a street to listen to and dance to live or recorded music, provided that said gathering does not fall under licensing requirements found elsewhere in Chapter 110 of the Galena Code of Ordinances. Licensed lunch stands may be located within the area designated for a street dance and may provide food and/or liquid refreshment to be consumed in the area designated for the street dance. A street dance license shall be restricted to events conducted on Commerce Street between Perry Street and Hill Street and on Hill Street between Commerce Street and Main Street. In no event shall a street dance extend past 10:30 p.m..

**Other Event Requiring Street Closure:** In addition to street dances, all other events requiring the closure of a public street shall comply with the licensing requirements found in Chapter 110 of the Galena Code of Ordinances. Street closure licenses shall be restricted to events conducted on Commerce Street between Perry Street and Hill Street and on Hill Street between Commerce Street and Main Street. In no instance shall an event requiring street closure extend past 10:30 p.m..

Please Note:

1. A permit fee of fifty (50) dollars must be submitted with this application for a street dance or other event requiring street closure.
2. Application must be made in writing to the City Clerk at least 30 days prior to the event.

To be completed by not for-profit organization sponsoring event:

Organization sponsoring event: Special Olympics Illinois

Organization Address: 605 E Willow St, Normal, IL 61761

Organization Phone #: 309.888.2548

Contact Person (name): Cathy Klocck

Date of Birth: 6-21-87 Driver's License #: [REDACTED]

Address of person in charge: 213 S McClain St., Bloomington, IL 61701

Phone # of person in charge: office 309 888 2548 cell: 920-988 [REDACTED]

Street(s) to be closed (please be specific): Green St., block area in front of the old Post Office intersection of Green & Commerce while parade in progress.

Date of Event: Tuesday, February 7, 2017

Approximate # of persons to attend: 700

Close street at: 5:00pm Open street at: 6:15pm

Event begins at: 5:15pm Event ends at: 6:15pm

Name of Performer(s): SOILL dignitaries for short speeches

Type of Entertainment: Speakers, Flag Ceremony by GFD, National Anthem, Light <sup>Canadian</sup>

Will alcoholic beverages be served?  Yes  No

Number of security personnel to be present: 15-20 SOILL staff

Please provide a sketch of the following (mandatory):

- 1. Street(s) requiring closure;
- 2. Location of all temporary fencing;
- 3. All entrances and exits;
- 4. Location of the Stage(s);
- 5. Location of Vendors;
- 6. Number and Location of Restrooms;
- 7. Location of Refuse Collection Bins;
- 8. Location of First Aid Station;
- 9. Location of All Supplemental Lighting;
- 10. Location of Security Personnel;

(see attached)

By signing this application, the sponsoring organization further agrees to indemnify and save harmless City of Galea, its officers, agents and employees from any and all claims, causes of actions and suits accruing or resulting from any damage, injury or loss to any person or persons, caused by, arising out of, or in any way connected with the privileges herein granted the applicant, vendors, performers and public at large.



Janet Klock 19 17  
Applicant's Signature Date

Special Olympics Illinois  
Name of Sponsoring Organization

City of Galena Use Only

Recommendation:  Approve  Deny Date for Council Action: \_\_\_\_\_

Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attached is City of Galena Ordinance regulating Street Dances and Other Events Requiring Street Closure. Please take a moment to read and familiarize yourself with these regulations. Noncompliance with any of the provisions of this ordinance may result in the immediate revocation of your permit and subject you to the penalty provisions contained in Section 110.40.

\_\_\_\_\_  
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 4, 2017

RE: Cemetery Park Work Plan

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, Dale Glick described the restoration and clean-up work that he and his fellow volunteers have completed at the Old City Cemetery. He also presented a plan for continuing to improve the cemetery over the next four years. While the council expressed appreciation and support for his efforts, no formal action was taken regarding the work plan.

Glick has received a grant of \$17,715 from the Galena Foundation to fund the work for 2017. He is requesting City funding for tree trimming and removal. The City commitment would be a total of \$3,600 over three years beginning in 2018.

A motion would be in order to approve the four-year work plan with an understanding that the council would consider City-funding during the annual budget process.

Please let me know if you have any questions.

# Four Year Restoration Proposal

(2017 thru 2020)

For “Old City Cemetary”

Dodge and High Streets

		Cleaner	Limestone	Wood Fence	Iron Fence	Epoxy	Setting Compound	NHL lime	Prosoco	Ground Positioning Radar	Marble	Trees	
	In-kind	\$120.00	\$40.00	\$0.00	\$2,950.00	\$60.00	\$60.00	\$42.00	\$775.00	\$0.00	\$1,000.00	\$600.00	\$5,647.00
2017	Year 1	\$80.00	\$1,260.00	\$350.00	\$7,000.00	\$34.00	\$62.00	\$54.00	\$775.00		\$6,500.00	\$1,600.00	\$17,715
2018	Year 2	\$80.00	\$560.00	\$350.00	\$3,500.00	\$34.00	\$0.00	\$27.00	\$0.00		\$1,500.00	\$1,600.00	\$7,651
2019	Year 3	\$0.00	\$240.00	\$150.00	\$750.00	\$0.00	\$62.00	\$27.00	\$0.00	\$2,200.00	\$800.00	\$1,000.00	\$5,229
2020	Year 4	\$0.00		\$150.00	\$325.00	\$34.00	\$0.00	\$27.00	\$775.00	\$2,200.00	\$0.00	\$1,000.00	\$4,511
	Totals	\$280.00	\$2,100.00	\$1,000.00	\$14,525.00	\$162.00	\$184.00	\$177.00	\$2,325.00	\$4,400.00	\$9,800.00	\$5,800.00	\$40,753
													\$40453 minus \$5647 donated by individuals = \$35,106
													\$35106 in costs over 4 year period
	Priorities:	<b>Tree Removal</b>	4 large trees & stumps, 4 smaller trees & stumps										
		Limestone	16 pieces										
		Marble	26 total pieces										
		Iron Fence											
		Wooden Fence											
		Cleaning/Repair Materials											
		Ground Positioning Radar											

2017, 2018 Tasks - to replace marble monuments in each quarter of the cemetery where there are existing limestone socket bases. We would plan to replace several in each quarter to restore a look that existed as depicted in the existing historic photos.

2017 Task - Marble to re-create two crosses (one each for Louesa Sackett & Eliz. Holmes headstones, in Catholic section of cemetery)

2017-2019 Task - to replace limestone where it has failed (Evan Davis monument base – 23” x 23” x 10”) , to support the only stone box style burial lid that I am aware of in northern Illinois dating from 1828 ( James Reed) and smaller limestone marker stones to assist our research efforts with the location of other burials.

2017-2019 Task – Fabricate an iron fence at the Russell Sheldon Jones headstone and a wooden fence at the James Bloomer monument. (Using the existing historic photos and any examples that may still exist in the tri-state area).

**2017-2018 Re-create iron fence : One fixture made of steel to bend approx. 3/8” or 1/4” diameter wire to shape used in fence panel. Also a fixture to bend “kinks” to overlap pcs. Fabricated by JA-MAR Pattern, INC., Dubuque, Ia. Quote for \$2000 (private funds )**

**Year 1 ( top finial \$2000- \$2500) Top finial ( 2 plastic patterns to be re-created as closely as possible to original, mounted on a Hunter Foundry plate and rig/gate for Lemfco foundry).**

**Year 1 or 2 (middle finial – 2 plastic patterns to be re-created as closely as possible to original, mounted on a Hunter Foundry plate and rig/gate for Lemfco foundry ) \$2000- \$2500**

**Year 2 - \$3000 to fabricate remaining three sides of Russell Sheldon Jones fence.**

**Year 1 – Fabrication of 200 pieces from above two foundry plates at a cost not to exceed \$10 per piece. (Informal quote from Eric Einsweiler September 13, 2016), \$2000.**

2017—2020 Task – to remove tree stumps and 3 dead oak trees (two of these trees are near two 170 year old headstones) (City to budget for)

2017-2020 Task – to continue cleaning, repair and straightening of monuments

**Monument setting compound and biological cleaner.**

**NHL lime 3.4 – Year 1 (2 gallons : 54.00)**

**Prosoco HCT & HCT rinse – Year 1 (\$775.00), Year 2 – None anticipated**

2019 Task – Have an archaeological look at a possible small building location in the northwest quarter

2019 Task – Use ground positioning radar look for burials from 1857- 1889.

Recreate a wooden cemetery plot fence at "Bloomer" monument (permission already granted)

Recreate iron fence at "Russell S. Jones" small monument

Replace 3-4 marble tablets in each quarter of cemetery (some of these are known burials, most are not identified)

Replace marble footstones where existing bases exist

Recreate two marble crosses that were at the top of the "Holmes" and "Sackett" headstones

Place a granite monument with all the names of people buried at the cemetery (3000 +)

Erect interpretive signage of steamboat captains, early settlers, the few that served in the military, religious persons & other persons of cultural importance to Galena,

Have the City remove the three dead large oak trees and stumps without harming existing headstones, volunteers to help with other stumps in cemetery (aprox. 8)

In 2017 continue cleaning, straightening & repairing headstones where possible

In 2017 continue placing mulch around arbor vitas and trees

In 2017 continue filling in low spots and ruts throughout cemetery, some caused by lawn mowers going in same pattern for years.

**FUTURE Work** to be added as features are located going forward.

July 25, 2016

4 @ 10 ½" width X 3 1/2' feet high X 2" thick

6 @ 13 ½" width X 4' feet high X 2" thick

4 @ 16 ½" width X 5' feet high X 1 ¾" thick

6 @ 18 ½" width X 5 1/2' feet high X 2" thick

6 @ 20" width X 4 1/2' feet high X 2" thick

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26 pieces quote from Vincent Monument of \$9000 for marble and approx. \$200 per stone if we have an inscription. Approx. Cost of \$425 per stone.

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2) 10 inch square by 17 inches in length limestone

1) 23 inch by 23 inch by 10 in height limestone

1) 36 inch in width by 72 inch length x 3 inch thick limestone (can be cut in two or three pieces)

7) 10 inches wide by 16 inches length by 8 inches in height limestone

7) 12" x 14" x 8" limestone

\* Note : exact size & number of pieces of limestone to be confirmed before requesting.

# HISTORIC GALENA BEER RUN 5K PROPOSAL

Event Details & Timeline .....	Page 2
Website Info / Participant info & Course Maps.....	Page 3-4
Charities / Sponsors .....	Page 5
Safety/Security Measures Regarding Alcohol.....	Page 6

**CONTACT INFORMATION:**  
Midwest Event Management  
Andy Jordan  
208 College Ave  
Mt Carroll, IL 61053  
Phone: (309) 868-1843  
Email: [J3Timing@gmail.com](mailto:J3Timing@gmail.com)

Midwest Event Management  
Tom Jordan  
2903 Sheffield Dr  
New Lenox, IL 60451  
Phone: (815) 354-6441  
Email: [Tom@J3timing.com](mailto:Tom@J3timing.com)

**Event Name:** Historic Galena Beer Run 5k

**Start Location:** Green St & Water St, Public Square (see attached course map)

**Date:** April 1, 2017

**Time:** 10:00 am Start (see attached timeline)

Event Details:

- Participants would complete a 5k run/walk (course map included)
- Participants receive 3oz craft beer sample at mile 1 and 2
- Beer stations hosted by a local brewery and staffed with 20 volunteers
- Participants receive 1 pint beer from the brewer of their choice at the finish

Beer Distribution:

- Event is limited to participants 21yrs of age and older
- All participants are required to provide valid ID to receive a wrist band
- All beer stops are closed off with barricades/fencing and only participants with wristbands are allowed in
- Participants must finish beer before leaving the station (NO ALCOHOL ON COURSE)
- BASSET trained volunteers supervising each beer station
- Location of Beer tent at finish (Public Square at Green & Water St)
- Additional beer tickets may be purchased at the finish area after the event

**PROPOSED EVENT TIMELINE:**

**Saturday 3/11/17**

8:00am	Begin setting up Start Area & Finish Area
8:30am	Begin setting up Beer Stops (on course)
10:00am	Race begins
10:30am	Last walker off Main Street
10:50am	Main Street is Cleared and Street Re-opens
11:00am	Majority of runners finished and returned to Start/Finish area
11:20am	Recreation Park Beer Stop Cleaned and Removed
12:30am	Grant Park Beer Stop Cleaned and Removed
12:40am	Full Course Cleared and Cleaned
1:30pm	Last Call at Post-Race Beer Stop / Begin Final Cleanup
2:00pm	Staging Area Cleaned and Cleared

## Race Day Information:

### Green & Water Street

This event will feature the historic and beautiful downtown Galena area.

**\*All participants receive:**

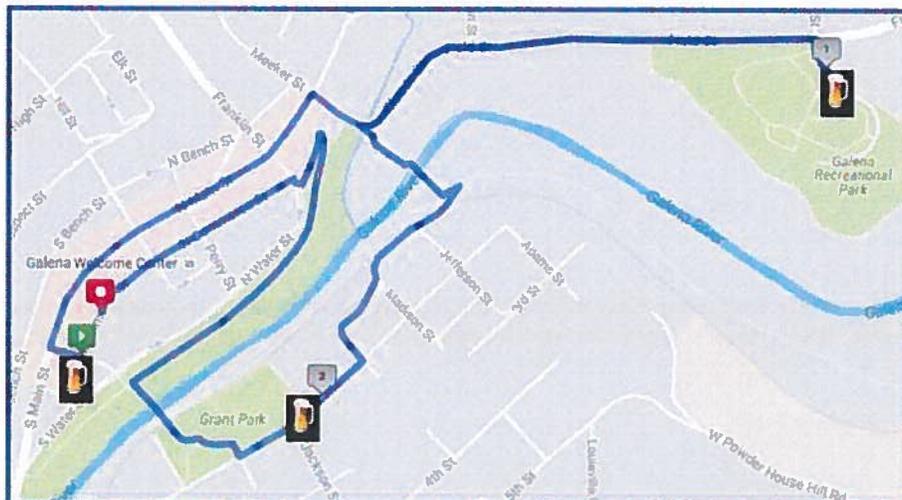


*\*PLEASE NOTE: RUNNER SWAG/IMAGINGING HAS NOT BEEN DESIGNED FOR THIS RACE (ABOVE IS AN EXAMPLE). THEME FOR THE EVENT WILL BE HISTORIC/SCENIC NATURE OF GALENA AND NORTHWEST ILLINOIS*

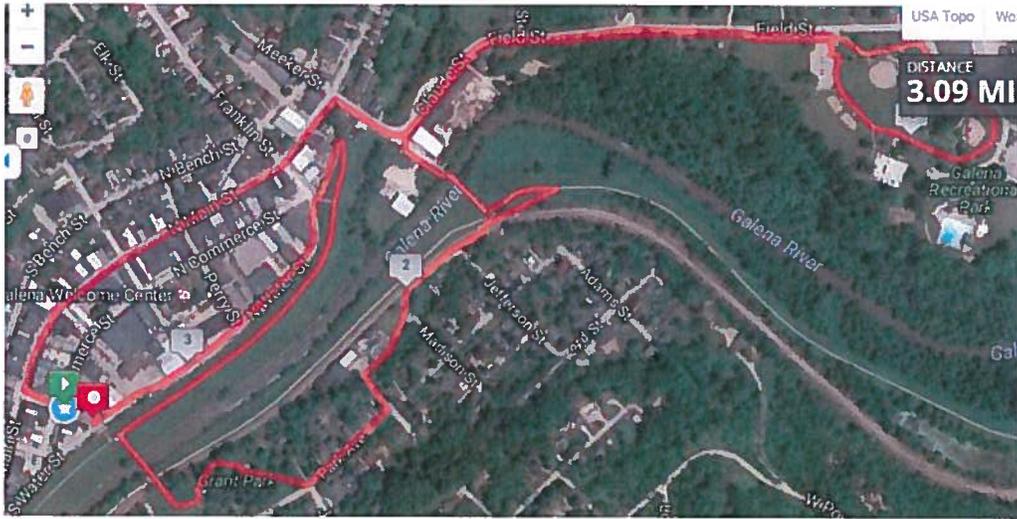
## COURSE OUTLINE

- **Start line and Staging Area** is located at Green St & Water Street. Participants will receive an (optional) **3 ounce beer** sample from a local brewer (TBD) prior to starting the race.
- Participants Pass through Historic Downtown Galena on Main Street, South on Meeker St, then on Field street toward Recreation Park.
- **Mile 1** is located at Recreation Park. Participants will receive an (optional) **3 ounce beer** sample from a local brewer (TBD) at mile 1.
- Participants return along Field street toward downtown and cross the Galena River to head toward Grant Park.
- **Mile 2** is located in Grant Park. Participants will receive an (optional) **3 ounce beer** sample from a local brewer (TBD) shortly after mile 2.
- Participants again cross the Galena River and head East along the pedestrian path. They make a final turn and head west down **Water Street** to the finish area.
- **Finish** – Participants return to the staging area and receive a finisher medal and **16 oz pint of beer** from local brewer.
- **Post Race Party** Participants are allowed to stay in post event area until 3:30pm.

## Course Map



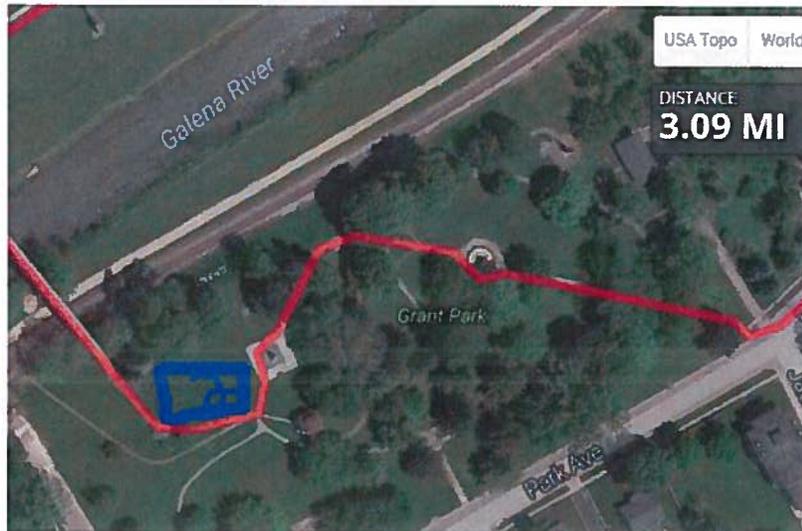
### Satellite Course Map



### Satellite of Recreation Park (Beer Stop 1)

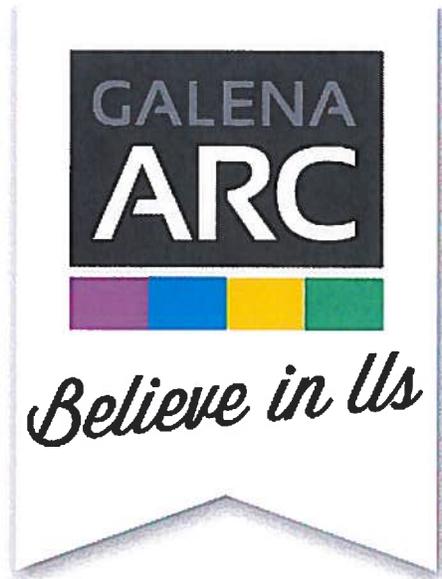


### Satellite of Grant Park (Beer Stop 2)



## Charities We Support

The proposed event is a fun event that celebrates the scenic and Historic area of Galena. It is a lot of fun, but we're not without our serious side. All of our events utilize local charity partners to raise funds that stay in the community whenever possible. Our primary non-profit partner for this event will be the Galena ARC. We prefer to include 3 charity organizations with the event but are still in communication with other charity partners. Charity partners receive promotion on the event page, on the registration page, in all pre/post race correspondence, and have an opportunity to promote their organization at the event with signage and announcements.



## Our Sponsors

This event is a great way for local brewers and/or Pubs to get great exposure to the participants and attendees. We prefer to contract with local brewers and are in correspondence with Galena Brewing Company who may serve as the sole brewer for the event.

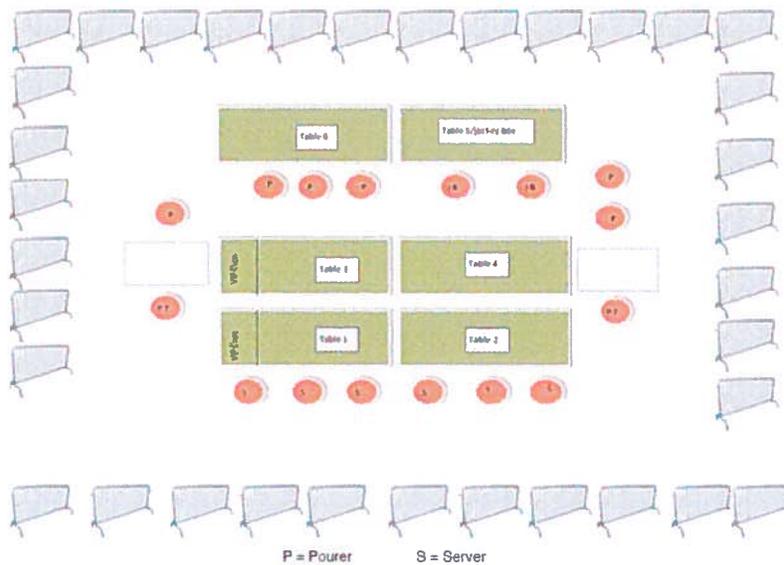


# Safety/Security Regarding Alcohol

Prevention of any safety or legal issues regarding alcohol is of extreme importance in maintaining the integrity of our events. We take local and state laws regarding alcohol very seriously and take every precaution possible to prevent any alcohol related incidents or issues and to date have been very successful in achieving this. Precautions include:

- 1) Participants are required to sign a waiver prior to participating in the event
- 2) Participants verify that they are 21 and Older (must be 21 to register)
- 3) ID is checked by security on race day and participants are given an event wristband
- 4) All beer stops are barricaded (see below).
  - a. No participant enters barricaded area without a wristband AND race bib
  - b. No participant leaves a barricaded area carrying a beverage or container
- 5) BASSET trained volunteers are positioned at each location
- 6) Participants are notified of the above stated rules via email, at packet pickup, and via announcements on race day and notified that they will be required to leave immediately if there are any violation to these policies
- 7) Race officials, security, and volunteers are notified to report any discrepancies or violations immediately

## Example Diagram of Beer Stop:



# CITY OF GALENA, ILLINOIS

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



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis - City Engineer *A. Lewis*

DATE: 5 January 2017

RE: Galena River Trail – Phase 3  
Approval of Revised IDOT Funding Agreement and Resolution

Last month the city council approved an IDOT funding agreement and associated resolution for the Galena River Trail. Unfortunately, we were informed by IDOT there a mistake on the funding agreement and so we need to approve a revised agreement and resolution – see attached.

The revision to the agreement is for the city contribution to the project, which has increased from \$179,243 to \$214,905. This will bring the total project funding to \$2,022,193. However, as explained previously, the city will not need to contribute any funds to the project because the available grant funding of \$1,802,950 exceeds the construction cost of \$1,644,888. The difference between these two amounts is \$158,062 which is more than sufficient for material testing (\$20,000), construction engineering (\$35,000) and hopefully any change orders.

I recommend the city council approves the revised IDOT Local Agency Agreement for Federal Participation and revised associated resolution.

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Galena	X			
	Section	Fund Type		ITEP and/or SRTS Number	
	10-00046-00-BT	ITEP		231009	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-060-11	TE-00D2(141)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Galena River Trail Route UNK 0000 Length 2.70 mi  
 Termini From Galena Junction to the Village of Aiken

Current Jurisdiction City of Galena TIP Number \_\_\_\_\_ Existing Structure No NA

**Project Description**

Construct a shared-use path with elevated structures and retaining walls from and existing path SE of Galena to E. River Road

**Division of Cost**

Type of Work	ITEP	%	FFM	%	LA	%	Total
Participating Construction	1,285,830	( * )	321,458	( ** )	214,905	( BAL )	1,822,193
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	160,000	( * )	35,662	( )	4,338	( BAL )	200,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 1,445,830</b>		<b>\$ 357,120</b>		<b>\$ 219,243</b>		<b>\$ 2,022,193</b>

\*80% ITEP funds NTE \$1,445,830

\*\*20% Federal Flexible Match funds NTE \$357,120

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

## THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement. The **LA** will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LA**, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application



RESOLUTION NO. R-\_\_\_\_\_

**RESOLUTION CONFIRMING RESERVATION OF FUNDS FOR PHASE 3 OF THE GALENA RIVER TRAIL PROJECT**

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**WHEREAS**, the City of Galena (City) is working jointly with the Illinois Department of Transportation (IDOT) to construct Phase 3 of the Galena River Trail (the Project), and

**WHEREAS**, the City is entering into a Local Agency Agreement for Federal Participation with IDOT that sets forth the division of state and local costs for the Project, and

**WHEREAS**, as part of the agreement, it is necessary that the City confirm that funds have been appropriated or reserved for the local share of the Project cost, and

**WHEREAS**, the City share of costs for the Project is \$214,905.00, and

**WHEREAS**, costs would only be incurred by the City if the total cost for the Project exceeds the amount allocated by IDOT for the Project, and

**WHEREAS**, IDOT has allocated \$1,802,950 for the Project, comprised of \$1,445,830 of Illinois Transportation Enhancement Program funds and \$357,120 of Federal Flexible Match funds.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

- 1) That the City has \$214,905.00 reserved in the General Fund for the City's share of the Project cost.
- 2) That City would only incur costs if the total cost for the Project exceeds \$1,802,950, the amount allocated by IDOT for the Project, and
- 3) That upon completion of the Project and notification from IDOT, any City funds not expended on the Project shall no longer be reserved for the Project.
- 4) That this resolution shall be attached to the Local Agency Agreement for Federal Participation.

Passed this \_\_\_\_\_ day of January, 2017

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

ATTEST:

\_\_\_\_\_  
Marybeth Hyde, City Clerk

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## **MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: January 3, 2017

RE: Ordinance to Prohibit Feeding Deer

At the December 27 council meeting, you adopted the recommended deer management action plan presented by the Deer Committee. One of the action items in the plan is to adopt an ordinance regarding the prohibition of feeding deer in the city limits. The committee presented suggested language to be added to the Galena Code of Ordinances and aimed at reinforcing the state law prohibiting the feeding of deer. The attached ordinance is presented in accordance with the Deer Committee action plan.

**Ordinance #17-**

**AN ORDINANCE TO PROHIBIT FEEDING DEER IN THE CITY LIMITS OF GALENA**

---

**WHEREAS**, the City of Galena seeks to prevent the spread of Chronic Wasting Disease in the deer population, prevent deer-vehicle accidents, and reduce damage to landscaping caused by deer in the city limits of Galena; and

**WHEREAS**, making food available, including salt, mineral blocks, or other products for ingestion, whether intentional or unintentional, may attract deer into the city limits and increase the number of deer living within the city limits; and

**WHEREAS**, Title 17, Chapter 1 (b), part 635.40 of the Illinois Administrative Code makes it illegal to make food available to wild deer in Illinois; and

**WHEREAS**, the State of Illinois restriction on making food available to wild deer exempts “elevated bird/squirrel feeders providing seed, grain, fruit, worms, or suet for birds or squirrels located within 100 feet of a dwelling devoted to human occupancy”; and

**WHEREAS**, the City of Galena seeks to emphasize that feeding deer is prohibited in the City of Galena, clearly define what it means to feed deer, and set forth the penalty for persons in violation of the prohibition on feeding deer; and

**WHEREAS**, this ordinance is adopted in accordance with the powers granted to municipalites in 65 5/1-1-1, et seq. of the Illinois Compiled Statutes.

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

**SECTION I:** The following shall be added to Chapter 95.01, “Nusiances Declared”:

(K) To knowingly, purposefully or intentionally disburse food on the ground, at any feeding station, in a feeding device, or in a container of any kind, or provide a salt or mineral lick, or by any other means provide food to deer on any public or private property. A person shall be deemed to have knowingly, purposely or intentionally fed deer, cause deer to be fed or provided food to deer, if the person places, or allows to be placed, wheat, pellets, livestock feed, corn in any form, fruit, vegetables, hay or alfalfa, human food scraps, any form of wildlife seed, birdseed or livestock feed, or any other edible matter that deer will consume on the ground or within the reach of deer. “Within the reach of deer” shall be defined as having been located less than five (5) feet above the ground unless such items are screened or protected in a manner that prevents deer from feeding on them. This prohibition shall include allowing residue that deer will consume to remain underneath a birdfeeder. This prohibition shall not

include live vegetation such as ornamental landscaping, flowers, trees, vines, vegetable gardens, edible matter located either in an enclosed building or stored in a securely sealed package, or unmodified commercially purchased bird feeders or their equivalent when placed out of the reach of the deer.

**SECTION II:** Chapter 95.99 (A), "Penalty", shall be amended to as follows:

(A) Whoever creates, causes, erects or continues any nuisance named in § 95.01 shall be guilty of a misdemeanor, **except that Section (K) thereof shall be punished as provided in Section 10.99.**

**SECTION III:** This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**SECTION IV:** Passed on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2017, in open Council.

**AYES:**

**NAYS:**

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**TERRY RENNER, MAYOR**

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**ATTEST: MARY BETH HYDE, CITY CLERK**

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>ALL TRAFFIC SOLUTIONS (119313)</b>							
SIN009898	1	Invoice	TRAFFIC DATE COLLECT	10/03/2016	500.00		01.21.914.00
Total ALL TRAFFIC SOLUTIONS (119313):					500.00		
<b>AMERICAN LEGAL PUBLISHING (556)</b>							
0113395	1	Invoice	CODE CODIFICATION	11/30/2016	2,659.00		01.14.549.01
0113823	1	Invoice	CODE CODIFICATION	12/16/2016	203.00		01.14.549.01
Total AMERICAN LEGAL PUBLISHING (556):					2,862.00		
<b>AT &amp; T (LOCAL) (103)</b>							
010417	1	Invoice	PHONE	01/04/2017	392.89		01.21.552.00
Total AT & T (LOCAL) (103):					392.89		
<b>BEADLE, CINDY (120341)</b>							
010417	1	Invoice	HOLIDAY DECORATIONS	01/04/2017	72.14		01.11.929.07
Total BEADLE, CINDY (120341):					72.14		
<b>COMELEC SERVICES INC. (244)</b>							
0451287	1	Invoice	PAGER REPAIR	12/29/2016	125.00		22.22.538.00
0451288	1	Invoice	PAGER REPAIR	12/29/2016	125.00		22.22.538.00
0451289	1	Invoice	PAGER REPAIR	12/29/2016	125.00		22.22.538.00
Total COMELEC SERVICES INC. (244):					375.00		
<b>COMPASS MINERALS AMERICA (120335)</b>							
71569500	1	Invoice	SALT	12/15/2016	1,349.29		01.41.614.07
71570463	1	Invoice	SALT	12/16/2016	1,377.21		01.41.614.07
71573070	1	Invoice	SALT	12/20/2016	2,756.07		01.41.614.07
71574425	1	Invoice	SALT	12/21/2016	1,377.21		01.41.614.07
71576000	1	Invoice	SALT	12/23/2016	1,380.50		01.41.614.07
71578303	1	Invoice	SALT	12/28/2016	1,373.93		01.41.614.07
Total COMPASS MINERALS AMERICA (120335):					9,614.21		
<b>CONMAT, INC. (1187)</b>							
105453	1	Invoice	CHIPS	12/15/2016	418.00		15.41.614.01
105453	2	Invoice	MATERIALS	12/15/2016	327.00		01.41.614.04
Total CONMAT, INC. (1187):					745.00		
<b>COPYWORKS (874)</b>							
115002	1	Invoice	DEPT. ENVELOPES	12/22/2016	75.09		01.21.554.00
Total COPYWORKS (874):					75.09		
<b>DINGES FIRE COMPANY (120340)</b>							
38904	1	Invoice	NEW GLOVES	12/13/2016	85.51		22.22.652.00
Total DINGES FIRE COMPANY (120340):					85.51		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>DOIG, KATHLEEN (119339)</b>							
010917	1	Invoice	MARKET HOUSE RESTR	01/09/2017	225.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					225.00		
<b>DUBUQUE FIRE EQUIPMENT, INC. (631)</b>							
118975	1	Invoice	DEEP FRYER SERVICING	12/13/2016	96.60		59.55.512.00
Total DUBUQUE FIRE EQUIPMENT, INC. (631):					96.60		
<b>ELECTRONIC SECURITY SOLUTIONS (120139)</b>							
ESS5415-2	1	Invoice	PAY AND DISPLAY MACH	11/24/2016	11,328.80		53.48.830.01
Total ELECTRONIC SECURITY SOLUTIONS (120139):					11,328.80		
<b>FLEEGE ELECTRIC (1045)</b>							
6756	1	Invoice	LIGHTS & SIGNALS	12/27/2016	90.00		01.41.514.11
6756	2	Invoice	LIGHTS & SIGNALS	12/27/2016	180.00		15.41.514.06
Total FLEEGE ELECTRIC (1045):					270.00		
<b>GALENA ARC (850)</b>							
010917	1	Invoice	HAHN COUNCIL SALARY	01/09/2017	100.00		01.11.432.00
Total GALENA ARC (850):					100.00		
<b>GALENA GAZETTE (34)</b>							
00052880	1	Invoice	PUBLIC HEARING NOTIC	12/22/2016	82.65		01.16.553.00
Total GALENA GAZETTE (34):					82.65		
<b>GALENA LAUN. &amp; LINEN INC. (84)</b>							
010117	1	Invoice	FINANCE-LAUNDRY SER	01/01/2017	8.00		01.13.654.00
010117	2	Invoice	FIRE DEPARTMENT	01/01/2017	25.00		22.22.538.01
010117	3	Invoice	POLICE DEPARTMENT	01/01/2017	30.00		01.21.651.00
010117	4	Invoice	TURNER HALL-RUG SER	01/01/2017	27.00		58.54.654.01
Total GALENA LAUN. & LINEN INC. (84):					90.00		
<b>GALL'S, INC. (712)</b>							
006636266	1	Invoice	UNIFORMS/BILL	12/16/2016	122.37		01.21.471.15
Total GALL'S, INC. (712):					122.37		
<b>GASSER @ GALENA (24)</b>							
123116	1	Invoice	MISC. SUPPLIES	12/31/2016	99.48		01.13.511.03
123116	2	Invoice	MISC. SUPPLIES	12/31/2016	7.18		01.41.613.04
123116	3	Invoice	MISC. SUPPLIES	12/31/2016	27.16		01.41.613.05
123116	4	Invoice	MISC. SUPPLIES	12/31/2016	6.46		01.41.613.15
123116	5	Invoice	MISC. SUPPLIES	12/31/2016	215.76		01.41.652.00
123116	6	Invoice	MISC. SUPPLIES	12/31/2016	187.59		01.41.653.00
123116	7	Invoice	MISC. SUPPLIES	12/31/2016	10.50		15.41.514.06
123116	8	Invoice	MISC. SUPPLIES	12/31/2016	5.18		17.52.514.00
123116	9	Invoice	MISC. SUPPLIES	12/31/2016	22.46		17.52.652.00

CITY OF GALENA

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
123116	10	Invoice	MISC. SUPPLIES	12/31/2016	28.37		22.22.611.00
123116	11	Invoice	MISC. SUPPLIES	12/31/2016	28.12		52.43.929.00
123116	12	Invoice	MISC. SUPPLIES	12/31/2016	110.66		58.54.511.00
Total GASSER @ GALENA (24):					748.92		
<b>GUY'S TRUCK &amp; TRACTOR SERVICE (119033)</b>							
GW1007773	1	Invoice	PARADE TOWING	11/01/2016	182.75		01.11.929.02
GW07958-2	1	Invoice	INCORRET CREDIT APPL	01/04/2017	220.00		22.22.613.00
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					402.75		
<b>HALSTEAD, MARY L. (119966)</b>							
010917	1	Invoice	CITY HALL JANITOR	01/09/2017	240.00		01.13.511.07
010917	2	Invoice	PUBLIC RESTROOMS AT	01/09/2017	225.00		01.13.511.07
Total HALSTEAD, MARY L. (119966):					465.00		
<b>IIW ENGINEERS &amp; SURVEYORS, PC (260)</b>							
68207	1	Invoice	FRANKLIN INTAKE	12/28/2016	1,065.75		01.41.860.00
Total IIW ENGINEERS & SURVEYORS, PC (260):					1,065.75		
<b>ILLOWA (119388)</b>							
010417	1	Invoice	DUES	01/04/2017	25.00		01.46.561.00
Total ILLOWA (119388):					25.00		
<b>JO CARROLL ENERGY, INC. (397)</b>							
010117	1	Invoice	ELECTRIC/STREET LIGH	01/01/2017	4,878.80		15.41.572.00
010117	2	Invoice	LIFT STATION	01/01/2017	117.68		52.43.850.09
010117	3	Invoice	CITY HALL	01/01/2017	235.36		01.13.571.01
010117	4	Invoice	POLICE/ELECTRIC	01/01/2017	522.94		01.21.571.01
010117	5	Invoice	PUBLIC WORKS/ELECTRI	01/01/2017	.00		01.41.571.01
010117	6	Invoice	EMS	01/01/2017	50.34		12.10.571.01
010117	7	Invoice	PARKS/ELECTRIC	01/01/2017	50.71		17.52.571.01
010117	8	Invoice	FLOOD CONTROL	01/01/2017	341.72		20.25.576.01
010117	9	Invoice	FIRE	01/01/2017	450.62		22.22.576.01
010117	10	Invoice	TURNER HALL	01/01/2017	535.17		58.54.571.01
010117	11	Invoice	WELCOME SIGNS	01/01/2017	38.72		01.41.571.01
010117	12	Invoice	DEPOT BUILDING	01/01/2017	120.99		01.13.511.03
Total JO CARROLL ENERGY, INC. (397):					7,343.05		
<b>JO DAVIESS CTY GIS DEPT (330)</b>							
010317	1	Invoice	GIS DESIGN	01/03/2017	93.75		01.45.532.01
112316	1	Invoice	SPO INFORMATION	11/23/2016	25.00		01.16.553.00
122716	1	Invoice	SPO INFORMATION	12/27/2016	37.50		01.16.553.00
Total JO DAVIESS CTY GIS DEPT (330):					156.25		
<b>JO DAVIESS CTY SHERIFF (116)</b>							
010417	1	Invoice	CITY SHARE OF OFFICE	01/04/2017	200.12		01.21.538.00
010417	2	Invoice	RADIO SERVICE	01/04/2017	100.00		22.22.538.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JO DAVIESS CTY SHERIFF (116):					300.12		
<b>LAWSON PRODUCTS, INC. (627)</b>							
9304602174	1	Invoice	SUPPLIES	12/22/2016	286.64		01.41.652.00
9304606351	1	Invoice	PLOW BOLTS/MISC. VEHI	12/27/2016	139.15		01.41.613.12
Total LAWSON PRODUCTS, INC. (627):					425.79		
<b>LIFELINE AUDIO VIDEO TECH. (118955)</b>							
59844	1	Invoice	LIGHTING REPROGRAM	12/19/2016	250.00		58.54.532.00
Total LIFELINE AUDIO VIDEO TECH. (118955):					250.00		
<b>LOUIE'S AGGREGATE COMPANY (1218)</b>							
4380	1	Invoice	CHIPS	12/21/2016	613.20		15.41.614.01
Total LOUIE'S AGGREGATE COMPANY (1218):					613.20		
<b>METLIFE SMALL BUSINESS CENTER (775)</b>							
121616	1	Invoice	EMPLOYEE LIFE INSURA	12/16/2016	12.80		01.13.452.00
Total METLIFE SMALL BUSINESS CENTER (775):					12.80		
<b>MOBOTREX (120256)</b>							
216803	1	Invoice	BRIDGE SIGNAL LIGHT	12/22/2016	104.00		15.41.514.06
Total MOBOTREX (120256):					104.00		
<b>NICOR (151)</b>							
010417	1	Invoice	POOL-GAS	01/04/2017	213.82		59.55.571.02
Total NICOR (151):					213.82		
<b>NICOR (F) (118924)</b>							
010417	1	Invoice	POLICE-GAS	01/04/2017	355.87		01.21.571.05
010417	2	Invoice	PUBLIC WORKS-GAS	01/04/2017	242.31		01.41.571.05
010417	3	Invoice	FIRE DEPARTMENT-GAS	01/04/2017	161.62		22.22.571.05
010417	4	Invoice	TURNER HALL-GAS	01/04/2017	964.98		58.54.571.05
Total NICOR (F) (118924):					1,724.78		
<b>ORKIN PEST CONTROL (574)</b>							
122216	1	Invoice	PEST CONTROL SERVIC	12/22/2016	88.21		01.13.511.01
Total ORKIN PEST CONTROL (574):					88.21		
<b>PETTY CASH/POLICE DEPT. (163)</b>							
010417	1	Invoice	OFFICE SUPPLIES	01/04/2017	10.00		01.21.651.00
010417	2	Invoice	POSTAGE	01/04/2017	8.62		01.21.551.00
Total PETTY CASH/POLICE DEPT. (163):					18.62		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>PLIC - SBD GRAND ISLAND (120208)</b>							
121816	1	Invoice	DENTAL INSURANCE	12/18/2016	1,820.79		01.13.451.01
Total PLIC - SBD GRAND ISLAND (120208):					1,820.79		
<b>QUILL CORP. (686)</b>							
2846751	1	Invoice	NOTARY STAMPS	12/16/2016	59.18		01.21.651.00
Total QUILL CORP. (686):					59.18		
<b>RYAN, ANGELA (119753)</b>							
010717	1	Invoice	DEPOSIT REFUND	01/07/2017	200.00		58.54.929.00
Total RYAN, ANGELA (119753):					200.00		
<b>SLOAN IMPLEMENT (119196)</b>							
854653	1	Invoice	SKID LOADER RENT	12/12/2016	1,500.00		20.25.832.03
Total SLOAN IMPLEMENT (119196):					1,500.00		
<b>STEEL MART (567)</b>							
375748	1	Invoice	2011 INT. DUMP SPREAD	12/28/2016	20.40		01.41.613.06
Total STEEL MART (567):					20.40		
<b>SULLENS, KELLI (120342)</b>							
010917	1	Invoice	DAMAGE DEPOSIT REFU	01/09/2017	200.00		58.54.929.00
Total SULLENS, KELLI (120342):					200.00		
<b>SUPERIOR WELDING SUPPLY (181)</b>							
828247	1	Invoice	WELDING SUPPLIES	12/14/2016	114.29		01.41.652.02
Total SUPERIOR WELDING SUPPLY (181):					114.29		
<b>T &amp; T ELECTRONICS (120055)</b>							
2080	1	Invoice	TV RECYCLING	01/03/2017	690.00		13.44.929.00
Total T & T ELECTRONICS (120055):					690.00		
<b>TELEGRAPH HEARLD (118921)</b>							
1343790.122	1	Invoice	TH SUBSCRIPTION	12/20/2016	144.00		01.11.553.01
Total TELEGRAPH HEARLD (118921):					144.00		
<b>TOP NOTCH PLUMBING, HEATING (625)</b>							
108389	1	Invoice	HEATING SYSTEM	12/19/2016	345.37		58.54.532.00
Total TOP NOTCH PLUMBING, HEATING (625):					345.37		
<b>TRI-STATE PORTA POTTY, INC. (908)</b>							
7375	1	Invoice	PORTA POTTY RENTAL	12/16/2016	95.00		22.22.652.00
7385	1	Invoice	PORTA POTTY RENTAL	12/16/2016	385.00		17.52.579.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total TRI-STATE PORTA POTTY, INC. (908):					480.00		
<b>US CELLULAR (92)</b>							
121816	1	Invoice	PUBLIC WORKS/CELL PH	12/18/2016	50.40		01.41.552.00
121816	2	Invoice	ADMIN/CELL PHONE	12/18/2016	48.22		01.11.552.00
121816	3	Invoice	LORI/CELLPHONE	12/18/2016	20.00		01.216.0
121816	5	Invoice	POLICE/CELL PHONES	12/18/2016	84.05		01.21.552.01
121816	6	Invoice	TONY/CELL PHONE	12/18/2016	37.19		01.261.0
Total US CELLULAR (92):					239.86		
<b>US POSTAL SERVICE (1076)</b>							
010417	1	Invoice	FIRST CLASS PRESORT	01/04/2017	75.00		13.44.551.00
010417	2	Invoice	FIRST CLASS PRESORT	01/04/2017	75.00		51.42.551.00
010417	3	Invoice	FIRST CLASS PRESORT	01/04/2017	75.00		52.43.551.00
Total US POSTAL SERVICE (1076):					225.00		
<b>WEBER PAPER COMPANY (40)</b>							
D017808A	1	Invoice	CLEANING SUPPLIES	11/18/2016	63.24		01.21.654.00
D018201	1	Invoice	MARKET HOUSE RESTR	11/18/2016	40.75		01.13.511.06
D018202	1	Invoice	CITY HALL RESTROOMS	11/18/2016	29.73		01.13.511.08
D018496	1	Invoice	CITY HALL RESTROOMS	11/18/2016	373.19		01.13.511.08
D019276	1	Invoice	MARKET HOUSE RESTR	12/02/2016	265.85		01.13.511.06
D019277	1	Invoice	CITY HALL JANITORIAL S	12/02/2016	47.38		01.13.511.07
D020429	1	Invoice	FLOOR CLEANER	12/23/2016	132.53		01.41.652.00
Total WEBER PAPER COMPANY (40):					952.67		
<b>WHITE CONSTRUCTION CO., INC. (119359)</b>							
010117	1	Invoice	PUBLIC WORKS JANITO	01/01/2017	110.00		01.41.511.01
010917	1	Invoice	TURNER HALL/RENTAL C	01/09/2017	300.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					410.00		
Grand Totals:					48,396.88		

Report GL Period Summary

Vendor number hash: 3132839  
 Vendor number hash - split: 3619491  
 Total number of invoices: 69  
 Total number of transactions: 108

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	48,396.88	48,396.88
Grand Totals:	48,396.88	48,396.88