



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, FEBRUARY 27, 2017

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

ITEM	DESCRIPTION
17C-0063.	Call to Order by Presiding Officer
17C-0064.	Roll Call
17C-0065.	Establishment of Quorum
17C-0066.	Pledge of Allegiance
17C-0067.	Reports of Standing Committees
17C-0068.	Citizens Comments <ul style="list-style-type: none"> • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker • No testimony on zoning items where a public hearing has been conducted

PUBLIC HEARINGS

None.

LIQUOR COMMISSION

None.

CONSENT AGENDA CA17-3

ITEM	DESCRIPTION	PAGE
17C-0069.	Approval of the Minutes of the Regular City Council Meeting of February 13, 2017	3-8
17C-0070.	Approval fo the Reappointment of John Rosenthal as the Chairperson of the Zoning Board of Appeals for a Term Ending May 1, 2021	--
17C-0071.	Approval of Change Order #1 for the Galena River Trail: Phase 3 Project	9-10

UNFINISHED BUSINESS

None.

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
17C-0072.	Discussion and Possible Action on Destination Marketing Management Agreement Between the City of Galena, Jo Daviess County, and the Galena/Jo Daviess County Office of Tourism	11-21
17C-0073.	Discussion and Possible Action on Appeal by Jo Carroll Energy of Penalties and Interest for Municipal Utility Taxes Due	22-23
17C-0074.	Discussion and Possible Action on Recommendations from Grant Park Committee	24-31
17C-0075.	Discussion and Possible Action on Downtown Sidewalk Replacement Project	32-33
17C-0076.	Warrants	34-39
17C-0077.	Alderspersons' Comments	
17C-0078.	City Administrator's Report	
17C-0079.	Mayor's Report	
17C-0080.	Motion for Executive Session Including: <ul style="list-style-type: none"> • Section 2 (c) (2) – Collective negotiating matters and deliberations concerning salary schedules • Section 2 (c) (21) Review of Executive Session Minutes 	
17C-0081.	Adjournment	

CALENDAR INFORMATION

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

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

Posted: Thursday, February 23, 2017 at 3:30 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 13 FEBRUARY 2017

17C-0042 – 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 13 February 2017.

17C-0043 – ROLL CALL

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

17C-0044 – ESTABLISHMENT OF QUORUM

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

17C-0045– PLEDGE OF ALLEGIANCE

The Pledge was recited.

17C-0046 - REPORTS OF STANDING COMMITTEE

None.

17C-0047 – PUBLIC COMMENTS

Chris Hamilton – Chris Hamilton from Grater Galena Marketing Inc. dba VisitGalena.org Hamilton has been collecting and compiling data. The information sheets that Hamilton passed out was the State of the Corporation and a Market Analysis for the City Council to read.

LIQUOR COMMISSION

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

Discussion: None.

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

The motion carried.

17C-0048 – DISCUSSION AND POSSIBLE ACTION ON A LIQUOR LICENSE MANAGER APPLICATION BY DAVID WILLIAM WACHTER FOR THE GENERAL U.S. GRANT POST 2665 VFW, 100 S. MAIN STREET

Motion: Kieffer moved, seconded by Hahn, to approve the request for a Manager Liquor License for a General U.S. Grant Post 2665 VFW, 100 S. Main Street, for David William Wachter.

Discussion: Bernstein asked why the driver's license was blocked out. Renner stated that the driver's license and social security number are always blocked out for confidentiality purposes.

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

The motion carried.

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

Discussion: None.

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

The motion carried.

CONSENT AGENDA CA17-3

17C-0049 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 23, 2017

17C-0050 – APPROVAL OF A REQUEST BY MIDWEST MEDICAL CENTER AND MIDWEST HEALTH AND FITNESS CENTER FOR THE 5TH ANNUAL SPRINT INTO SPRING 5K/10K RACE, APRIL 8, 2017, AT 8:00 A.M. ON THE GALENA RIVER TRAIL

17C-0051 – APPROVAL OF THE RE-APPOINTMENT OF CRAIG BROWN, CARL JOHNSON, CRAIG ALBAUGH, AND WILLIAM GEHRTS TO THE HISTORIC PRESERVATION COMMISSION FOR TERMS EXPIRING FEBRUARY 28, 2019

17C-0052 – APPROVAL OF THE RE-APPOINTMENT OF LARRY WIEDENHEFT TO THE HISTORIC PRESERVATION COMMISSION FOR A TERM EXPIRING SEPTEMBER 24, 2018

17C-0053 – ACCEPTANCE OF DECEMBER 2016 FINANCIAL REPORT

Motion: Hahn moved, seconded by Westemeier, to approve Consent Agenda CA17-3 as presented.

Discussion: None.

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

The motion carried.

UNFINISHED BUSINESS

16C-0418 – DISCUSSION AND POSSIBLE ACTION ON REQUEST BY FEVER RIVER OUTFITTERS TO LEASE CITY PROPERTY ON SOUTH MAIN STREET FOR STORAGE OF VEHICLES, BOATS AND TRAILERS ASSOCIATED WITH THE BUSINESS

Motion: Fach moved, seconded by Kieffer, to approve the request by Fever River Outfitters to lease city property on South Main Street for storage of vehicles, boats and trailers associated with the business.

Discussion: Fach suggested that the city council should have a uniform process for leasing public property that would allow the public to be aware of opportunities for leasing. Mayor Renner reminded the city council that they approved the lease with Fever River Outfitters back in October, subject to the drafting of the lease and a report from the Illinois EPA. City Attorney Nack stated that the council could lease the property for up to two years by majority vote provided there is a public purpose served. Multiple council members expressed concern that the proposed monthly rent amount of \$10 was too low. A suggestion was made by Fach for rent of \$50 monthly for the first year and \$100 monthly for the second year. Moran reported that the EPA is expected to begin and complete its investigation of the soils on the site in early spring, although a

firm start date has not been established. The council discussed the possibility of delaying action on the lease until the EPA investigation is complete. Debra Malone said that she was agreeable to waiting, although she needs to determine if the site can be used by her business as soon as possible.

Motion: Fach moved, seconded by Kieffer, to retract their original motion.

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

The motion carried.

NEW BUSINESS

16C-0054 – DISCUSSION AND POSSIBLE ACTION ON UNDERTAKING EDUCATIONAL PROGRAMMING AND A RESIDENT SURVEY IN ACCORDANCE WITH THE DEER MANAGEMENT PROGRAM

Motion: Bernstein moved, seconded by Fach, to approve undertaking educational programming and a resident survey in accordance with the Deer Management Program.

Discussion: Westemeier stated that he is not in favor of having a survey done every year because of the cost. Perhaps it could be done every two to three years.

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

The motion carried.

17C-0055 – DISCUSSION AND POSSIBLE ACTION ON A CONTRACT FOR STREET, SIDEWALK, AND CURB AND GUTTER UNIT PRICES

#	Item	Unit	Quantity	Louie's Trenching		Jackson Concrete		MNS Construction	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Remove and replace sidewalk 5 inch thick	SF	80	10.50	840.00	10.00	800.00	9.94	795.20
2	Remove and replace 5 inch thick exposed aggregate sidewalk	SF	80	13.50	1080.00	13.00	1040.00	12.94	1035.20
3	Install sidewalk 5 inch thick	SF	50	9.00	450.00	9.00	450.00	8.94	447.00
4	Install curb and gutter, 24 inches wide, 6 inch high	SF	50	33.00	1650.00	30.00	1500.00	28.94	1447.00
5	Remove and replace curb and gutter, 24 inches	LF	50	40.00	2000.00	36.00	1800.00	34.94	1747.00
6	Remove and replace 9 inch thick concrete street, including epoxy coated dowels at 24	SF	200	35.00	7000.00	38.00	7600.00	32.94	6588.00
TOTALS					13,020.00		13,190.00		12,059.40

Motion: Fach moved, seconded by Bernstein, to approve the contract for street, sidewalk and curb and gutter unit prices by Mike and Nick Sproule Construction in the amount of \$12,059.40.

Discussion: Kieffer asked if the City was going to eliminate the bricks on the sidewalk. Renner stated that this was just a maintenance program. Westemeier stated that when the sidewalk gets replaced we should not mandate that it be aggregate. Let the owner pour straight concrete, because it is safer than aggregate. Look at case by case when the sidewalk needs to be replaced.

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

The motion carried.

17C-0056– DISCUSSION AND POSSIBLE ACTION ON 2017 POOL SCHEDULE, FEES, AND WAGES

Motion: Westemeier moved, seconded by Kieffer, to approve the 2017 revised pool schedule, fees and wages.

Discussion: None.

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

The motion carried.

17C-0057 – WARRANTS

Motion: Bernstein moved, seconded by Lincoln, to approve the Warrants as presented, 17C-0057 with the addition of the AT & T bill for the Police Department for a three-month bill of \$2558.49.

Discussion: City Manager, Mark Moran stated to the City Council that for several months the City has been talking /discussing with AT & T about the bills and the accounts. The other accounts have been reduced however this one has not. The City has been in contact with AT & T and are still working on this.

Fach asked why the electric bill at the Police station is so high? Mayor Renner stated that the lights are all on one circuit. The circuits need to be divided into three different zones by an electrician.

Lincoln asked about the Turner Hall gas bill and if it was a one month or two-month bill? Gas bill is for a 33-day period. Turner Hall electric was high also, and with all of the improvements being done shouldn't the cost be down with over two hundred LED light bulbs installed there should be a smaller electric bill.

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

The motion carried.

17C-0058 – ALDERPERSONS' COMMENTS

Bricks – Hahn would like to see bricks in the downtown area.

DMO – Lincoln stated that the DMO contract is going to the County Tuesday night for a vote.

Galena Girls Basketball team – Westemeier said good luck to the Galena Pirate Girls Basketball team.

Compliments - Bernstein complimented the Galena Fire Department, EMT's and Galena Police Department on the house fire on South Prospect Street on Sunday, February 12, 2017.

17C-0059 – CITY ADMINISTRATOR'S REPORT

Grant Park – Moran reported that the second Grant Park Committee meeting will be held on Friday afternoon at 3:00 p.m. here at City Hall.

GALE, (Galena Area Land Enthusiasts) had over 1250 volunteer man hours in 2016, most of the hours came from work at Gateway Park with the Prairie Restoration, and the Oaks Savanna Restoration.

17C-0060 – MAYOR’S REPORT

Compliment - Paul Osmond, manager of the state wide flood plain management programs FEMA 5. Complimented our City Staff with their knowledge and professionalism on our flood plain management issues. FEMA 5 will be having their seminar in Galena March 5, 2017 at the DeSoto House Hotel.

Thank You – Janelle Keeffer for working on the Deer forms and also for working on the pool items.

Thank You – Galena Fire Department, EMS, Galena Police Department and other area agencies for working on the call on S. Prospect Street on Sunday February 12, 2017.

Mayor Renner’s heart goes out to the Walburg family, and hopes that everyone is doing well and hopes that no one was injured or hurt.

Thank You – to Chris Hamilton of Visit Galena, keep up the good work.

17C-0061 – MOTION FOR EXECUTIVE SESSION:

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

- Collective negotiating matters and deliberations concerning salary schedules, Section 2 (c) (2)

Discussion: None.

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

The motion carried.

The meeting recessed at 7:45 p.m.

The meeting reconvened at 7:50 p.m.

17C-0062 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:50 p.m.

Respectfully submitted,

Shirley Johnson
Recording Secretary

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: 22 February 2017

RE: Galena River Trail – Phase 3
Approval of Change Order #1

The original bid for this project did not include an item for construction staking and layout because this item was to be added to construction engineering services component of the project. However, IDOT recently indicated it is more favorable to add it to the construction contract with Louie's Trenching Service (LTS).

As IIW Engineers are the design consultant we obtained an estimated cost of \$26,559 from them for this item, which includes a 2.54% overhead mark-up for LTS. IDOT have provisionally approved this change order and we hope to receive signed approval shortly. We also need the city council to approve this amount as described in the attached change order.

The base bid for this project is \$1,664,888.65 which is less than the allocated grant funding of \$1,802,950 which leaves \$158,062 to cover any additions to the contract. Construction staking and layout can therefore be paid using grant funds.

I recommend the city council approves change order #1 with Louie's Trenching Service for a total added cost of \$26,559.



Illinois Department of Transportation

Authorization No.
Sheet 1 of 3

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> PoDI/ PoCI
<input checked="" type="checkbox"/> Change Order	
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 02/15/17
 County: JO DAVIESS
 Section: 10-00046-00-BT
 Route: GALENA RIVER TRAIL P3
 District: 2
 Contract No. 85581
 Job No. C-92-060-11
 Project No. TE-00D2(141)

Consultant's Name: IIW ENGINEERS

Contractor: LOUIE'S TRENCHING SERVICE
 Address: 9720 HW20 W
 CityStateZip: GALENA IL 61036

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction	
			CONSTRUCTION SURVEY STAKING	1	1.000	\$26,559.0000	A	26,559.00		
Amount of original contract: \$1,644,888.65								Totals	26,559.00	0.00
Net change to date: \$26,559.00								Net Change	26,559.00	
				Percent	1.61%					

Project location: GALENA RIVER TRAIL

CONSTRUCTION SURVEY STAKING

CONSTRUCTION SURVEY STAKING ADDED BECAUSE NOT INCLUDED IN BID ITEMS

Date Regional Engineer

Date Engineer of Construction

Date Director of Highways PI/Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jeff Heck, Chief Fiscal Officer Date
Director of Finance and Administration

William M. Barnes, Chief Counsel Date

Supervisor: MATT HARDT _____
Supervisor Date

Resident: ANDY LEWIS _____
Resident Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date

DESTINATION MARKETING MANAGEMENT AGREEMENT

On this [Proposed Date], 2016, the undersigned, Jo Daviess County, Illinois, hereinafter referenced as “County,” and City of Galena, Illinois, hereinafter referenced as “City,” and Galena/Jo Daviess Office of Tourism, an Illinois not-for-profit Corporation, hereinafter referenced as “Corporation,” hereby, (individually each entity is as a “Party” and collectively all entities are referenced as the “Parties”) for their Agreement, state as follows:

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

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

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

WHEREAS, Corporation is an organization whose mission is:

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

encourage tourism in and overnight visitors to the County and the City of Galena;

E.) To perform any additional functions and activities as might, from time to time, arise that promote tourism and overnight visitors to the County and the City of Galena; and

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

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

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

- 1.) County and City hereby engage Corporation to promote tourism for and in County and surrounding area by committing to deliver Hotel/Motel Tax funds for the promotion of tourism in Jo Daviess County, Illinois and the City of Galena consistent with the statutorily provided requirements for municipalities and counties.
- 2.) Corporation accepts said engagement and agrees to satisfy and fulfill the above listed purposes to assure compliance with the requirements of said statutes.
- 3.) This Agreement shall be construed as two separate agreements, one between the County and the Corporation, and one between the City and the Corporation. No rights or obligations shall exist between the City and the County under this Agreement. This Agreement may be terminated in accordance with the terms and provisions herein with respect to the City or the County without affecting the enforceability of this Agreement with respect to the remaining two parties.
- 4.) It is the intention of all the parties to this Agreement to merge all destination marketing activities currently engaged in by the County and the City, either directly or indirectly, into the Corporation. To this end, the County shall take the necessary steps to transfer to the Corporation the entire account balance relevant financial assets from the Jo Daviess County Tourism Promotion Fund (027) less the These relevant financial assets are the funds from the Jo Daviess County Tourism Promotion Fund (027) in excess of the fiscal year 2017 Minimum Year End Fund Balance Policy amount of The fiscal year Minimum Year End Fund Balance Policy amount is \$442,000, which the \$442,000 These funds shall remain in the Jo Daviess County Tourism Promotion Fund (027). The County shall take all reasonable and necessary steps to transfer the State DMO Certification to the Corporation. In the event this Agreement is terminated for any reason, the Corporation shall have no rights to maintain the State DMO Certification and

shall immediately take all reasonable and necessary steps to transfer the State DMO Certification back to the County. The Corporation shall use reasonable efforts to employ all personnel currently employed, either directly or indirectly, by the County and the City for tourism marketing purposes with the exception of Director/CEO level positions. Tourist information centers, websites and other marketing programs currently used by the County and the City shall be managed by the Corporation, and may be terminated, expanded or left the same, all at the Corporation's discretion.

5.) County and City Funding and Reporting.

- a) County and City agree to pay monthly to Corporation all said Hotel/Motel Tax revenues collected. The County and City may submit invoices to the Corporation to recover the actual costs, not to exceed \$18,000 annually, for the administration and enforcement of the Hotel/Motel Tax, including, but not limited to, the costs of collecting and disbursing said Hotel/Motel Tax revenues. The Corporation shall pay the County and City the full amount of the costs for the administration and enforcement of the Hotel/Motel Tax listed in the invoice within 30 days of receipt of the invoice.
- b) County and City shall pay said Hotel/Motel Tax collected the previous month to Corporation on or before the third Friday of the each month, commencing the effective date of this Agreement.
- c) County and City agree to prepare and deliver to Corporation by the third Friday of each month a report listing the Hotel/Motel Tax payments collected from each lodging business registered with the County or City for the preceding month and any registered lodging business delinquent in payment of said tax due the preceding month.
- d) ~~The Corporation agrees to establish a separate interest bearing account at a federally insured bank or trust company. The Corporation agrees to submit quarterly reports to the County containing detailed financial accounting of said account and to reconcile said account quarterly with the County.~~

6.) Corporation Accounting and Reporting.

- a) Annually. At least 30 days prior to each FY, the Corporation shall provide to the County and the City...
 - i. A projected income statement (or budget) with comparison to the preceding two FY, if available.
 - ii. A balance sheet and supporting schedules if needed for clarity.
 - iii. A resolution of the Corporation board approving the above financial statements.
- b) Monthly. The Corporation shall provide to the County and the City a copy of the

monthly financial reports provided to the Corporation Board of Directors, such reports to include the income and expenditures of the Corporation for the preceding month. This should include all expense check numbers, vendor, and description of service amount. Quarterly reports should be made within 60 days after the fiscal quarter, providing the County and City with actual vs. projected income statements.

- c) Review of Financial Reports. The Corporation shall answer any reasonable inquiry or request for additional information made by either the County or the City within 30 days of such a request, provided such request is in writing and dated.
 - d) Annual Audit. The Corporation shall have an independent accounting firm conduct a financial audit of the Corporation's financial accounts annually and shall provide a copy of the independent audit of the Corporation's financial information to the County and City within 30 days after the Corporation has received the results of such independent audit.
 - e) Inspection or Special Audit. The City and the County have the right to inspect, at any time, the books and records of the Corporation and/or hire an independent accounting firm to do the same. The Corporation shall have an independent accounting firm conduct a financial audit of the Corporation's financial accounts within 30 days after the departure of any Chief Executive Officer.
 - f) Working Capital and Reserves. The Corporation shall maintain available working capital equal to not less than 15% and not more than 25% of its annual budgeted operating expenses by setting aside a small portion of its monthly income until such goal is achieved.
 - g) The Corporation agrees to maintain records and create reports in accordance with Generally Accepted Accounting Principles.
 - h) Fiscal Year. The Corporation shall establish a July 1 – June 30 Fiscal Year to coincide with the State of Illinois Fiscal Year.
 - i) The Corporation shall submit the Corporation Board meeting minutes, occupancy rates, visitor center activity and website traffic for each month to the County and the City within 30 days following the end of the applicable month.
 - j) The Corporation shall send a representative to report in person to the City Council and the County Board in September, January, and March, with a full budget presentation in June of each year regarding its year-to-date results and planned activities in the future.
- 7.) Term and Termination.
- a) The term of this AGREEMENT shall commence on December 1, 2016 and shall terminate on June 30, 2020 unless terminated earlier in accordance with the provisions of this Agreement.

- b) Representatives of the parties to this contract shall meet to review this agreement on an annual basis. The process of the annual agreement review shall be completed no later than (a date to be determined) and every year thereafter. At the time of the review, the aforesaid representatives of the parties may agree to extend, revise or amend the contract. The extension, revisions or amendments, if any, will have to be approved or rejected by the Jo Daviess County Board, the Galena City Council and the Corporation's Board of Director's within 30 days after the annual review.
- c) Termination for Cause - The Agreement may be immediately terminated by any Party to this Agreement if another Party files for bankruptcy or becomes insolvent.
- d) The Agreement may be terminated immediately by the County or the City in the event that any amount of hotel/motel tax delivered to the Corporation by the County or the City is used for purposes other than as specified by the applicable statutes.
- e) The Agreement may be terminated by any Party if any other Party violates any other term or condition of the Agreement and such term or condition is not cured within 30 days after written notice specifying such violation.
- f) The Agreement will terminate immediately if Certification from the Illinois Office of Tourism is revoked due to negligence or malfeasance by the Corporation or failure to meet standards and requirements necessary for State Certification.
- g) The Agreement may be will terminated immediately if an audit reveals serious errors or omissions to the Corporation's financial statements that have been reported to the County and/or City as provided herein.
- h) The Agreement may be will terminated immediately if any Party knowingly, intentionally or recklessly communicates any materially false or misleading representation or warranty to the other another Party.
- i) The Agreement may be terminated immediately by the County and/or City if the Corporation removes any of the board of directors positions, from the Corporation's Board of Directors, that represent the County, City, Eagle Ridge Resort and Spa or Chestnut Mountain, or if the Corporation refuses to seat an appointed representative from any of these entities when the appointed representative meets the qualifications, term and time requirements for a director position as established in the Corporation's bylaws.
- j) Amendments – This Agreement may be amended, in writing, at any time if it is mutually agreed to by all Parties.
- k) Assignment – No party to this Agreement may assign or transfer this Agreement, or any part thereof.

- l) Severability – If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance.
- m) Entire Agreement – This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangement and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by all Parties.
- n) Termination without Cause – The Agreement shall not automatically renew at the end of the term of the Agreement.

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

- a.) To plan and develop marketing policies, plans and programs for the promotion of tourism in County and the City; and
- b.) To provide the personnel necessary to implement the goals of the Corporation; and
- c.) To undertake regular surveys, which may include visitor conversion surveys, to ascertain and monitor visitor preferences and trends; and
- e.) To maximize collaborative efforts with other destination marketing entities and business organizations in surrounding communities; and
- f.) To seek grants and other funding that may be reasonably available; and
- g.) The Corporation shall comply with all of the conditions set forth in the Illinois Open Meetings Act. (5 ILCS 120/1.01); and
- h.) The Corporation shall comply with all of the conditions set forth in the Illinois Freedom of Information Act. (5 ILCS 140/1.1); and

9.) The Corporation agrees to have legal counsel, hired and paid for by the Corporation, review any material contracts or other legal arrangements of the Corporation, before entering into such contracts or agreements and to include a requirement for lien waivers whenever applicable.

10.) Other requirements.

- a) The Corporation agrees to protect, defend, hold harmless and indemnify the County, its Board, its officers, its agents and its employees as well as the City, its Council, officers, agents, and employees from and against any and all claims, injuries, liability, losses, costs, judgments and/or expenses or damages, including all costs and attorney's fees, arising out of or resulting from the negligent or intentional acts or omissions of the Corporation during the performance of its duties pursuant to this Agreement.
- ~~b) Corporation shall purchase and maintain insurance coverage in amounts sufficient to protect the Corporation, and the City from reasonably predictable exposures, and provide the City, to the satisfaction of the City in their reasonable discretion, proof thereof of such insurance coverage. Such coverage shall include liability coverage and errors and omissions coverage. The City shall be named as additionally insured's.~~
- c) The Corporation shall purchase and maintain insurance coverage to protect the County and City. The insurance shall comply with the Jo Daviess County Certificate of Insurance Policy. The Corporation agrees to comply with the terms and conditions of the Jo Daviess County Certificate of Insurance Policy during the entire term of the Agreement. The terms and conditions are as follows:
- 1) It is the requirement of the County and City that for work performed under this Agreement and/or authorized by the County and/or City and conducted on County and/or City property that the Corporation shall procure and maintain insurance at the expense of the Corporation and without expense to the County and/or City, until final acceptance of the work. All insurance must be procured and maintained in a form satisfactory to the County and/or City.
 - 2) Before the Agreement is signed, a purchase order is released, or any work commenced, the Corporation is required to provide proof of insurance satisfactory to the County and/or City, and documentation evidencing that the Corporation maintains insurance that meets the following requirements:
 - a) General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
 - b) Personal and Advertising Injury of not less than \$1,000,000.00 per occurrence.
 - c) Worker's Compensation and Employer's Liability Insurance, of not less than 500/500/500, covering all employees and subcontractors of the Corporation as required by law in the State of Illinois.

- d) Automobile Liability Insurance of not less that \$1,000,000.00 is required in the event motor vehicles are used by the Corporation in the performance of the Agreement.
- e) In the event Corporation is performing professional services under an Agreement with the County and/or City, professional liability (for example, errors and omissions) is required with a limit of liability of not less that \$1,000,000.00 per occurrence. The marketing and promotion of tourism shall not be deemed a professional service.
- f) Corporation shall furnish a certificate of insurance satisfactory to the County and/or City as evidence that the insurance required above is being maintained.
- g) The certificate of insurance must include the following provisions:
 - i. Jo Daviess County and/or City of Galena must be named as an additional insured under the Corporation's General Liability insurance. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
 - ii. The Corporation shall not cancel insurance coverage. Insurance shall be kept in force during the entire duration of the Agreement and for a minimum of at least 30 days thereafter.
 - iii. When entering into a contractual agreement with the County and/or City the Corporation shall agree to indemnify and hold harmless the County and/or City, its officers and employees, from and against any and all claims, losses, judgments, liabilities or claims for attorneys' fees arising out of or resulting from Corporation's performance of its duties pursuant to the contract.
- h) The Corporation's insurance coverage shall be primary insurance as respects the County and/or City, its officers, officials, employees and volunteers.
- i) Any failure of the Corporation to comply with the reporting provisions of the policies shall not affect the Corporation's obligations provided to the County and/or City, its officers, officials, employees, or volunteers under this agreement.
- j) Corporation's obligations shall not be limited by the forgoing insurance requirements and shall survive expiration of any agreement with the County and/or City.
- k) The standards as outlined above are the minimum acceptable requirements. Certificates of insurance may be required to meet

additional standards that are considered essential for protection of the County and/or City. Depending upon the level of exposure, additional limits of liability or additional coverage's may be required for individual jobs or projects, as determined by Jo Daviess County and/or the City of Galena.

- d) The County shall retain control of the County Tourism Capital Development Fund with disbursements from this fund to include capital purchases or improvements to buildings used for tourism promotion and administration.
- e) Corporation may sub-contract or delegate to others the work and promotional activities to be performed by Corporation under the terms of this Agreement, provided such subcontractors are qualified to perform the same. The responsibilities of the entire Agreement may not be subcontracted without written consent of the County and/or City. ~~and County.~~
- f) It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to create a partnership or agency relationship between the Corporation and County or City to make any party jointly liable with the other for any obligation arising out of the activities, services and work contemplated by the Agreement.
The Corporation is an "independent contractor" under this Agreement. All employees of Corporation or subcontractors shall remain the responsibility of the Corporation and shall not be considered, deemed or become employees of the County or City under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to County or City's employees shall accrue to the Corporation, its employees or any subcontractors hired by Corporation performing services under this Agreeent.
- g) The Corporation shall annually provide a copy of the DMO marketing plan to the County and City.
- h) The Corporation will provide copies of all LTCB quarterly reports, lapse period reports and final reports to the County and City within 30 days of the Corporation receiving each report.
- i) The Corporation will provide copies of all executed grant agreements to the County and City within 30 days after each agreement is signed.
- j) The Corporation will provide notification of all material approved or denied for

- the state information/welcome centers to the County and City.
- k) The Corporation will provide notification of any legislative effort with ICCVB to the County and City.
- l) Corporation shall not eliminate, under any circumstances, the authority of the County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort to appoint a director to the Corporation Board or Directors. establish and maintain during the entire term of the agreement, through the Corporation's bylaws, board of directors positions to be appointed by the County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort. The County shall appoint one representative, the City shall appoint one representative, Eagle Ridge Resort and Spa shall appoint one representative and Chestnut Mountain Resort shall appoint one representative to the Corporation Board of Directors. However, the Corporation may establish, through the Corporation's by-laws, terms for all director positions, required qualifications for a person to serve as a director and time limitations to appoint a new director when a director position becomes vacant. The County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort shall comply with these requirements when they appoint a director.
- m) Corporation shall not eliminate, under any circumstances, the authority of the County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort to appoint a director to the Corporation Board of Directors.
- n) Corporation shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, marital status, mental disability unrelated to ability or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice, or any other violation of any State or Federal law. The Corporation further agrees that this article will be incorporated by the Corporation in all written contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this contract, except that purchase orders or other standard form documents that might be sent to the Corporation by suppliers and vendors may not include the provisions of this article.
- o) All notices to the parties hereto shall, unless otherwise requested in writing, be sent to the parties addressed as follows:
- i. To County at: Jo Daviess County, 330 N. Bench St, Galena, IL 61036
 - ii. To Corporation at: Galena/Jo Daviess Office of Tourism Address to be

- iii. determined
To City of Galena at: 101 Green St. Galena, IL 61036

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

The parties acknowledge and accept the terms, conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the parties that this Agreement shall become operative on the December 1, 2016.

County: _____ (County Board Chair)

ATTEST: _____ (County Clerk)

City: _____ (Mayor)

ATTEST: _____ (City Clerk)

CORPORATION: _____ (Chairman of the Board)

ATTEST: _____ (Secretary)

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: February 21, 2017

RE: Jo Carroll Energy Appeal

In April 2016, the City contracted with Azavar Government Solutions for revenue recovery services. Azavar audits organizations that remit tax revenue to municipalities with the goal of identifying taxes that have been missed, underpaid or incorrectly paid to the municipality. The audits are not directed at individual tax payers, but rather the utilities, organizations, or agencies collecting the taxes.

Azavar recently completed their audit of Jo Carroll Energy (JCE) for municipal utility taxes. In accordance with our "Taxpayer Bill of Rights Ordinance", the audit covered the past five years. The Azavar audit discovered 11 accounts believed to be located in the City of Galena with no utility tax remitted for the past five years. These were believed to be addresses simply coded incorrectly by JCE as being outside of the City of Galena. Another 262 accounts in the City of Galena were discovered where utility tax was remitted intermittently during the five-year period.

Azavar calculated the past due taxes for the 11 accounts and estimated the past due taxes for the 262 accounts. The total unpaid tax was estimated as \$25,765. With penalties and interest, the unpaid balance was \$36,358. The audit results are shown in Table 1.

Table 1. Audit Results for Jo Carroll Energy

Item	Balance Due	Notes
Unpaid Tax	\$25,765.27	Includes taxes for 273 accounts
Penalty	\$1,288.26	5% late payment penalty
Interest	\$9,305.41	1% per month
TOTAL	\$36,358.95	

A letter was sent to JCE on December 27, 2016 conveying the audit results, requesting payment, and providing an option for appeal as prescribed in the Taxpayer Bill of Rights Ordinance.

On January 17, JCE filed an appeal and supplied the City with documentation to demonstrate that taxes are owned for less than 15 accounts. JCE calculated the actual tax owed as \$5,293.60.

On February 14, a hearing was conducted with JCE on its appeal of the original audit results. Prior to the hearing, Azavar reviewed the documentation provided by JCE as part of its appeal. Based on the new information, Azavar revised its assessment of taxes, penalties and interest due. The revised figures are shown in Table 2.

Table 2. Revised Audit Results for Jo Carroll Energy

Item	Balance Due	Notes
Unpaid Tax	\$5,167.47	Includes taxes for 14 accounts
Penalty	\$258.37	5% late payment penalty
Interest	\$1,903.45	1% per month
TOTAL	\$7,329.29	

At the hearing, JCE officials agreed with Azavar’s unpaid tax figure of \$5,167.47 and confirmed they intend to make full payment of the tax due. Since the underpayment of tax was unintentional, JCE requests the penalties and interest totaling \$2,161.82 be waived.

Under our agreement with Azavar, the company is entitled to 45% of all revenue collected as a result of the audit for a period of 36 months.

During the hearing with JCE, we mutually determined that a better process is needed for notifying JCE of changes to the corporate boundaries of the City of Galena. In the future, our staff plans to notify JCE legal counsel directly at the time of any annexation. We hope this will reduce the chance of utility accounts being incorrectly left out of the City of Galena list of accounts.

Please let me know if you have any questions.

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: February 22, 2017

RE: Grant Park Committee Recommendations

The recently formed Grant Park Committee has met on two occasions. I am attaching the minutes from both meetings for your information. At the February 17 meeting, the committee approved the following recommendations to be forwarded to the city council for consideration.

Recommendation 1:

- Contract with White Construction for complete restoration of the fountain, including:
 - Repair center figurine
 - Walnut blast all figurines and repaint
 - Sandblast all surfaces of the fountain to remove paint
 - Repair all cracks
 - Paint the fountain
 - Replace plumbing to the figurines to restore the original fan spray pattern
 - Install filter on pump
- Total cost: \$13,500 (to be paid by Galena Foundation)

Recommendation 2:

- Sandblast the four benches around the fountain and repaint
- Total cost: \$500 (to be paid by Galena Foundation)

Recommendation #3:

- Reconstruct and plant the landscape beds surrounding the fountain.
- Remove all urns from the fountain.
- Use one of the urns in each of the four landscaped beds around the fountain.
- Total cost: \$11,500 (to be paid by Galena Foundation)

Recommendation 4:

- Remove the plantings in landscape beds that form a diamond shape to the west of the fountain
- Remove narrow concrete edging
- Return the landscape beds to grass
- Total cost: \$200 (to be performed by City crew)

Again, the minutes from both meetings of the committee are attached to assist you with gaining context to the recommendations. Please let me know if you have any questions.

MINUTES OF THE GRANT PARK COMMITTEE MEETING OF January 20, 2017

CALL TO ORDER

Chairperson, Charles Marsden called the meeting to order at 10:30 a.m. at City Hall 101 Green Street.

ROLL CALL

Upon roll call the following members were present: Greibe, Holland, Marsden, Miller, Moran, Smith and Robb.

Absent: Greiner

ESTABLISHMENT OF QUORUM

Chairperson Marsden announced a quorum of Committee members present to conduct business.

Public Comment: None

Discussion: Discussion took place regarding the Memorandum of Understanding between the City of Galena and The Galena Foundation as well as the list of Short Term and Long Term Projects included in the Masterplan. Ongoing work was discussed as well as plans for 2017.

Discussion: Discussion took place regarding "Inspirational Items" including:

- Old pictures and other items regarding the history of Grant Park
- Research on what a park at the turn of the century was all about
- Pictures taken in the park in 2016 of various areas needing improvement.
- Early conceptual sketches by David Greibe of gardens in the park and other collected materials.
- Further development of concepts by David Greibe. David did a presentation on several schemes for the elliptical garden. The committee's preference was the scheme with the central figurine accessed by a brick paver walkway and surrounded by limestone walls with seating areas. David will continue to develop this plan in preparation for actual construction and fundraising. A similar plan will be developed for the fountain area. The current idea would be to eliminate the plantings in the area where the sidewalks all intersect on the west side of the park. Further discussion on all of this at the next meeting.

Discussion: Brief discussion took place on ballpark costs of each project and the possible fundraising activity. David Greibe described materials he could develop to support the effort. Ken Robb suggested that we could do the fountain area ASAP this year as a demonstration of what the elliptical garden would look like and get community involvement that way. Some discussion took place on general marketing and communications. Further discussion on this at the next meeting.

David's presentation materials along with other materials developed to date will be on display at City Hall. Also, Mark Moran has set up a Grant Park webpage on the City of Galena website that will be used for the process. It can be accessed at:

<http://www.cityofgalena.org/index.cfm?NodeID=89198&AudienceID=1&preview=1>

Discussion: Future meeting schedule. All agreed that we should meet monthly until we get things moving along. Meetings on the third Friday of the month at 10:30 a.m. at City Hall with possible trips to Grant Park.

Committee Member Comments: None

SCHEDULING OF NEXT MEETING February 17, 2017 at 10:30 a.m. at City Hall

ADJOURNMENT

Motion: Holland moved, seconded by Smith to adjourn at 12:30 p.m.

Discussion: None.

Roll Call: AYES: All
 NAYS: None
 Absent: Greiner

The motion carried.

Respectfully submitted,



Charles R. Marsden
Chairperson

MINUTES OF THE GRANT PARK COMMITTEE MEETING OF February 17, 2017

CALL TO ORDER

Chairperson, Charles Marsden called the meeting to order at 10:35 a.m. at City Hall, 101 Green Street.

ROLL CALL

Upon roll call the following members were present: Greibe, Holland, Marsden, Miller, Moran, Smith and Robb.

Absent: Greiner

ESTABLISHMENT OF QUORUM

Chairperson Marsden announced a quorum of Committee members present to conduct business.

NEW BUSINESS

Minutes

Motion: Smith moved, seconded by Miller to approve the minutes of the January 20, 2017 meeting.

Discussion: None

Roll Call: AYES: All Present

NAYS: None

Absent: Greiner

Motion Carried

Public Comment: None

Discussion: Discussion took place regarding the Short Term and Long Term Projects List as far as what work is underway and/or completed. Dan Cole has done more tree removal. Public Works staff have done cleanup of plants and shrubs, especially around the fountain. Jeremy White of White Construction has presented a proposal to complete the restoration of the fountain. (See attached.) Jeremy suggested some colors for the fountain and the surrounding benches. Marsden to request color samples prior to the next meeting. Charles Fach will assist in repairing the fountain centerpiece which is in worse condition than once thought. Cost is estimated at \$13,500 for the fountain and \$500 for the benches. This fits into the budget previously prepared by The Galena Foundation, who will be paying for the work.

Motion: Holland moved, seconded by Smith to recommend to The Galena Foundation Board and the City Council that the restoration work on the fountain proceed with White Construction and Charles Fach doing the work. The Galena Foundation will pay the cost of the work.

Discussion: None

Roll Call: AYES: All Present

NAYS: None

Absent: Greiner

Motion Carried

Discussion: Discussion took place regarding “Inspirational Items” including:

- Additional old pictures and other items regarding the history of Grant Park
- Mark Moran described the items that will be found on the Grant Park website.

Discussion: David Greibe made a presentation on possible improvements to the planting beds where the several sidewalks intersect on the west side of the park. It was concluded that the best solution is to return the area to turf. The two narrow concrete edgings will be removed so that people don't use them as sidewalks. Work will be done by City Public Works staff. Money budgeted to this area will now be applied to the reconstruction of the fountain surroundings. David then made a presentation on a design for the fountain surroundings and the fountain itself. After much discussion it was agreed that the urns on the fountain should be removed to improve site lines. Four urns will be placed in the four quadrants surrounding the fountain. The rest will be used throughout the park, most likely in the Oval Garden design. The work surrounding the fountain will be paid by The Galena Foundation. Work to be done this year so that the public can see the theme for plantings in the park including in the Oval Garden. Cost of the work is estimated to be about \$11,500 with adjacent seeding done by Public Works staff. Greibe to provide some additional sketches and drawings.

Motion: Jackson moved, seconded by Holland to recommend to The Galena Foundation Board and the City Council that the work in the planting beds and surrounding the fountain be constructed this year as described.

Discussion: None

Roll Call: AYES: All Present

NAYS: None

Absent: Greiner

Motion Carried

Discussion: Ken Robb led a discussion on tree removal and trimming. 17 of 21 trees have been removed. There are 35 trees designated for trimming. Ken suggested that we possibly remove the 5 white pines. Possibly replace with some other variety of tree. Greibe agreed and gave some general guidelines on trimming and thinning. It was agreed that there should be a committee meeting in Grant Park to discuss all of this with Dan Cole. Meeting was tentatively set for 9:30 a.m. on February 24. Greibe to check his calendar. Moran to check with Cole. Marsden will issue notice of public meeting.

Discussion: David Greibe presented drawings of the Oval Garden with additional details. These can be used to get ballpark quote for budgeting and fundraising purposes. Additional discussion will be necessary before proceeding with the work.

Discussion: Ballpark costs for each project and possible fundraising activity took place. It was felt that fundraising for the total project should occur, rather than doing it separately for individual projects, although it would still be possible for people or organizations to donate for an individual project. The program needs to touch people personally and allow gifts to be made in honor of or memory of someone. Plaques and recognition in the Galena Gazette would be part of this. The Galena Foundation would be the recipient of the donated funds in order to maintain tax deductibility. Ballpark estimate of funds needed to complete all of the work is \$200,000. Joe Holland will put some thoughts together prior to the next meeting.

Discussion: Marketing and communications plan development is underway. Mark Moran continues to populate the website. Articles in the Galena Gazette will be included, featuring the work of David Greibe. First focus will be on the fountain area. More work needs to be done on the Oval Garden before it can be featured in the Gazette.

Discussion: Other work was discussed. We need to consider cleaning the stone on the Civil War Memorial and the Grant Statue. Paul Jackson will check into this. The condition of the bronze statue needs to be investigated and a plan put together to do the necessary repairs. Also, there is no recognition of the donor or artist on the Grant Statue. Artist is quite famous. It is possible that Charles Fach and Benjamin Robb can assist us with this.

Drainage upgrade near the pavilion needs to be explored, possibly as part of installing the handicap access and parking.

Committee Member Comments: None

SCHEDULING OF NEXT MEETING March 17, 2017 at 10:30 a.m. at City Hall

ADJOURNMENT

Motion: Jackson moved, seconded by Robb to adjourn at 12:35 p.m.

Discussion: None.

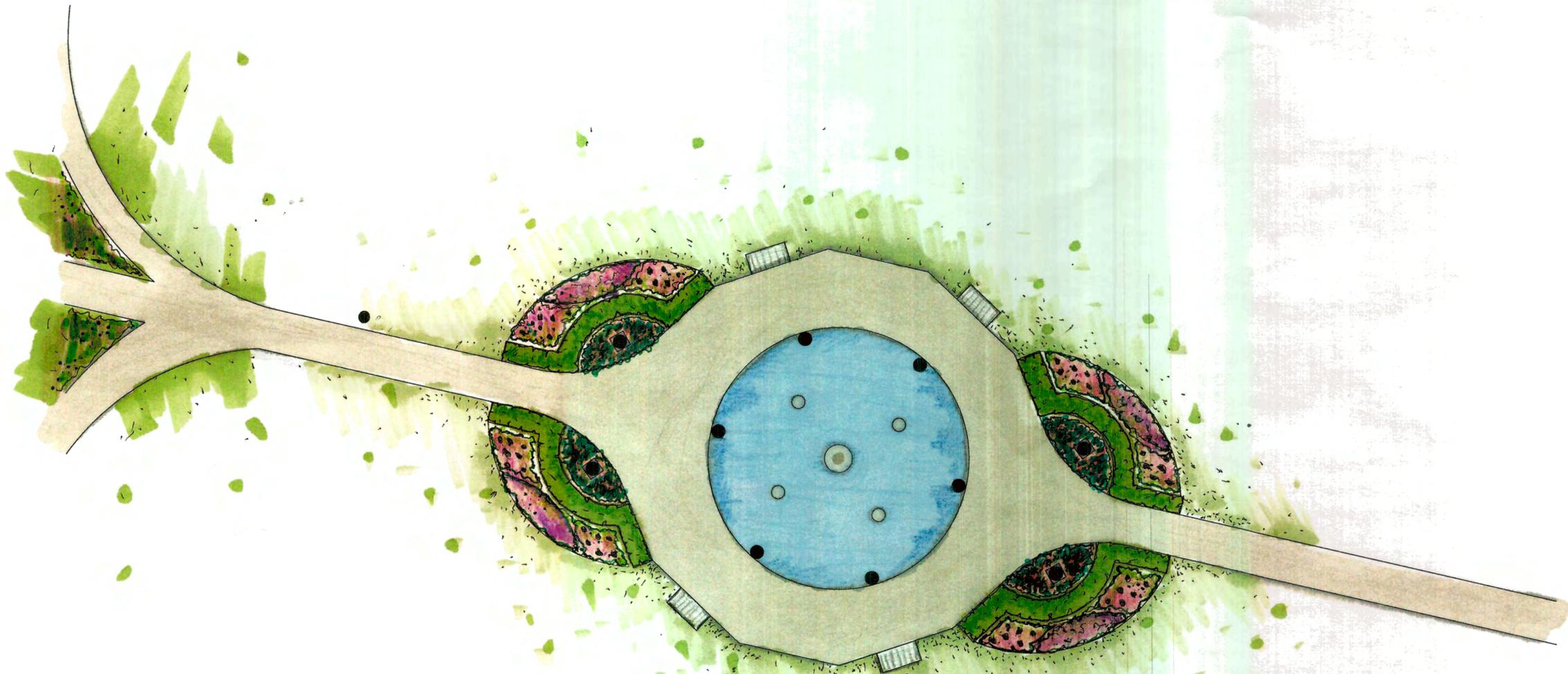
Roll Call:
AYES: All
NAYS: None
Absent: Greiner

The motion carried.

Respectfully submitted,



Charles R. Marsden
Chairperson



Grant Park

Galena, Illinois

ISSUES & REVISIONS:

SCALE:
1/8" = 1'0"

NORTH

CLIENT:
Grant Park

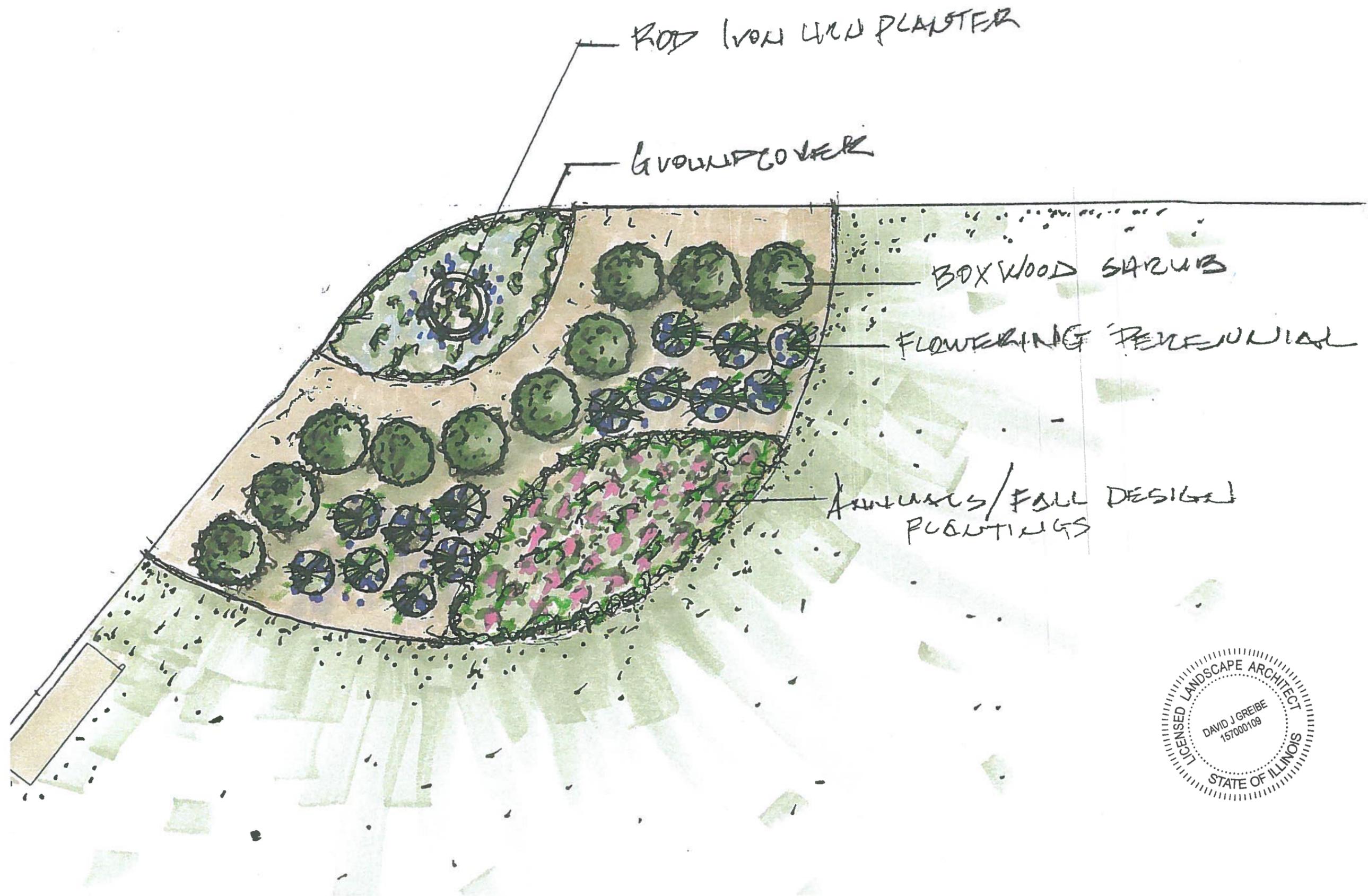
DRAWN: DG
CHECKED: DG

DATE:
1.7.2016

SHEET TITLE:
Fountain Planting Plan

SHEET #
1 of 1

PROJECT #



Grant Park Oval Garden

Galena, Illinois

ISSUES & REVISIONS:

SCALE:
3/16" = 1'0"

NORTH

CREDIT:

Grant Park

DRAWN: TJ
CHECKED: DG

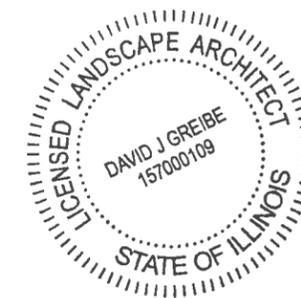
DATE:
2.16.2017

SHEET TITLE:

Fountain Area

SHEET #
1 of 1

PROJECT #



CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: February 22, 2017

RE: Downtown Sidewalk Replacement

At the February 13 council meeting, Alderperson Hahn requested an agenda item to discuss whether or not the bricks should be removed from the downtown sidewalks during sidewalk replacement. As you know, this issue has been discussed by the council on several occasions with mixed opinions.

In June 2016, the council voted to award a contract to Louie's Trenching Service for \$122,560 for the first phase of sidewalk and crosswalk replacement on Main Street and Commerce Street. As part of the approved contract, the bricks are to be left in place, and leveled if needed, in the areas adjacent to the concrete sidewalk being replaced. Bricks are to be removed in any driveway where the sidewalk is replaced. Bricks are also to be removed on the narrow sidewalk next to the Desoto Hotel between Main Street and Commerce Street. The construction work associated with the contract is expected to begin in early March.

In assessing the issue of the future of the brick pavers in the sidewalks, our staff developed the following lists of pros and cons of *removing* the bricks:

Pros

- The sidewalk surface would be more uniform without bricks.
- The sidewalk could be easier to clear of snow and ice without bricks.
- The sidewalk could be less slippery in winter without the bricks.
- There could be less maintenance over time without bricks.

Cons

- Removing bricks in the areas repaired would result in a patchwork of finishes. 75% of the downtown sidewalks are not scheduled to be replaced. These sidewalks were found to be in good condition during the 2015 study performed by MSA Professional Services. The approved plan involves replacing sections of sidewalk but not entire blocks.
- Removing the bricks would add approximately 33% more concrete to the sidewalk replacement project and approximately 25% more cost.
- Many believe the bricks add to the charm of the downtown and the success of the downtown that has been evident in the years following the downtown reconstruction project.

One option would be to complete the replacement of the deteriorated sidewalks, probably over the next two years, and then begin replacing entire blocks of bricks. This would allow us to have a consistent design and focus on the blocks that are most congested with pedestrians.

I look forward to your discussion and direction regarding this important issue.



CITY OF GALENA
101 GREEN STREET
GALENA, IL 61036

DRAWN BY: MJO

CHECKED BY: CAL

SCALE 1" = 150'

CITY OF GALENA

2016 SIDEWALK REPLACEMENT
PROGRAM

FILE NO.

SHEET
1 OF 1

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
604 MCDONALD SUPPLY DUBUQUE (120212)							
S011597360.	1	Invoice	OUTDOOR WASH HYDRA	02/07/2017	883.39		01.41.511.00
Total 604 MCDONALD SUPPLY DUBUQUE (120212):					883.39		
AMERICAN WATER ENTERPRISES (1005)							
EMCI-00009	1	Invoice	WATER CONTRACT	02/10/2017	26,441.16		51.42.515.00
EMCI-00009	2	Invoice	SEWER CONTRACT	02/10/2017	26,441.15		52.43.515.01
Total AMERICAN WATER ENTERPRISES (1005):					52,882.31		
AT & T (LOCAL) (103)							
021517	1	Invoice	FINANCE/PHONE	02/15/2017	2,405.24		01.13.552.00
021517	2	Invoice	FINANCE/PHONE	02/15/2017	41.51		01.13.552.00
021517	3	Invoice	POOL/PHONE	02/15/2017	40.50		59.55.552.00
021517	4	Invoice	PUBLIC WORKS/PHONE	02/15/2017	56.00		01.41.552.00
021517	5	Invoice	FIRE DEPARTMENT/PHO	02/15/2017	40.74		22.22.552.00
021517	6	Invoice	EMS/PHONE	02/15/2017	40.50		12.10.552.00
021517	7	Invoice	FIRE DEPARTMENT/PHO	02/15/2017	40.30		22.22.552.00
021517	8	Invoice	FLOOD CONTROL/PHON	02/15/2017	40.50		20.25.515.00
Total AT & T (LOCAL) (103):					2,705.29		
AT & T LONG DISTANCE (119065)							
021517	1	Invoice	PUBLIC WORKS/LONG DI	02/15/2017	.46		01.41.552.00
021517	2	Invoice	FIRE DEPARTMENT/LON	02/15/2017	.03		22.22.552.00
021517	3	Invoice	POLICE/LONG DISTANCE	02/15/2017	16.59		01.21.552.00
021517	4	Invoice	ADMINISTRATION/LONG	02/15/2017	53.67		01.13.552.00
Total AT & T LONG DISTANCE (119065):					70.75		
BARD MATERIALS CENTRAL REGION (119788)							
258010	1	Invoice	STORM SEWER	02/11/2017	186.50		01.41.514.06
Total BARD MATERIALS CENTRAL REGION (119788):					186.50		
BEAUTIFUL RESTORATIONS (119727)							
010817	1	Invoice	FROZEN PIPES/REMEDIA	01/08/2017	900.00		01.13.511.03
Total BEAUTIFUL RESTORATIONS (119727):					900.00		
BREATHING AIR SYSTEMS DIVISION (119243)							
1051463	1	Invoice	COMPRESSOR PARTS	10/24/2016	94.85		22.22.652.00
Total BREATHING AIR SYSTEMS DIVISION (119243):					94.85		
CARD SERVICE CENTER (119840)							
021517	1	Invoice	MY GREEN GALENA BAG	02/15/2017	1,023.54		01.11.552.00
021517	2	Invoice	FILING CABINETS	02/15/2017	357.40		01.13.511.01
021517	3	Invoice	RENTLY BOX	02/15/2017	30.00		01.13.511.03
021517	4	Invoice	OFFICE SUPPLIES	02/15/2017	207.12		01.13.651.02
021517	5	Invoice	MINUTE BOOKS	02/15/2017	1,041.22		01.14.549.01
021517	6	Invoice	CREATIVE CLOUD	02/15/2017	42.48		01.16.553.00
021517	7	Invoice	RAM MEMORY CARD	02/15/2017	189.00		01.16.830.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
021517	8	Invoice	OFFICE SUPPLIES	02/15/2017	83.76		01.13.651.02
021517	9	Invoice	SNAGIT	02/15/2017	32.24		01.21.652.03
021517	10	Invoice	TYPEWRITER	02/15/2017	489.60		01.21.830.04
021517	11	Invoice	OFFICE SUPPLIES	02/15/2017	33.98		01.45.830.00
021517	12	Invoice	CODE BOOKS	02/15/2017	125.45		01.46.565.00
021517	13	Invoice	FIRE CODE PUBLICATIO	02/15/2017	29.00		22.22.539.00
021517	14	Invoice	EXCHANGE ON LINE	02/15/2017	119.00		51.42.929.00
021517	15	Invoice	RENTLEY BOX TURNER	02/15/2017	30.00		58.54.532.00
Total CARD SERVICE CENTER (119840):					3,833.79		
CONSUMER 2.0 INC./RENTLY.COM (120352)							
27612	1	Invoice	SECURITY/KEY LOCKS	02/11/2017	60.00		58.54.532.00
Total CONSUMER 2.0 INC./RENTLY.COM (120352):					60.00		
DIXON, R. K. CO. (1)							
021317	1	Invoice	COPIES MADE	02/13/2017	232.36		01.13.579.00
Total DIXON, R. K. CO. (1):					232.36		
DOIG, KATHLEEN (119339)							
021317	1	Invoice	MARKET HOUSE RESTR	02/13/2017	225.00		01.13.511.06
022717	1	Invoice	MARKET HOUSE RESTR	02/27/2017	225.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					450.00		
ELITE PLUMBING (120136)							
4160	1	Invoice	NEW FAUCET/CONCESSI	02/10/2017	362.00		59.55.511.01
Total ELITE PLUMBING (120136):					362.00		
FELD FIRE (119879)							
0307360	1	Invoice	REPAIR VOICE AMP	02/09/2017	87.50		22.22.652.00
Total FELD FIRE (119879):					87.50		
FIRST COMMUNITY BANK (547)							
021517	1	Invoice	DEWEY/JACKSON LOAN	02/15/2017	39,305.77		60.41.710.02
021517	2	Invoice	DEWEY/JACKSON LOAN	02/15/2017	5,630.12		60.41.720.02
Total FIRST COMMUNITY BANK (547):					44,935.89		
FRIED GREEN TOMATOES (119378)							
020817	1	Invoice	COUNTY MAYORS MEETI	02/08/2017	486.60		01.11.929.01
Total FRIED GREEN TOMATOES (119378):					486.60		
GALENA CHRYSLER (82)							
66020	1	Invoice	SQUAD 4 MAINTENANCE	01/04/2017	31.61		01.21.513.06
66050	1	Invoice	SQUAD 3 MAINTENANCE	01/10/2017	864.87		01.21.513.06
66067	1	Invoice	SQUAD 6 MAINTENANCE	01/10/2017	28.96		01.21.513.06
66226	1	Invoice	SQUAD 4 MAINTENANCE	01/30/2017	45.00		01.21.513.06

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA CHRYSLER (82):					970.44		
HALSTEAD, MARY L. (119966)							
021317	1	Invoice	CITY HALL JANITOR	02/13/2017	240.00		01.13.511.07
021317	2	Invoice	PUBLIC RESTROOMS AT	02/13/2017	225.00		01.13.511.07
022717	1	Invoice	CITY HALL JANITOR	02/27/2017	240.00		01.13.511.07
022717	2	Invoice	PUBLIC RESTROOMS AT	02/27/2017	225.00		01.13.511.07
Total HALSTEAD, MARY L. (119966):					930.00		
HEALTHCARE SERVICE CORPORATION (118931)							
021517	1	Invoice	HSA/FAMILY/EMPLOYEE	02/15/2017	4,361.00		01.218.0
021517	2	Invoice	PPO/BLUE CROSS BLUE	02/15/2017	396.00		01.218.0
021517	3	Invoice	HEALTH INSURANCE	02/15/2017	30,936.96		01.13.451.00
021517	4	Invoice	WESTEMEIER/INSURAN	02/15/2017	1,014.15		78.32.464.02
Total HEALTHCARE SERVICE CORPORATION (118931):					36,708.11		
IIW ENGINEERS & SURVEYORS, PC (260)							
68384	1	Invoice	FRANKLIN INTAKE	02/09/2017	4,236.75		01.41.860.00
Total IIW ENGINEERS & SURVEYORS, PC (260):					4,236.75		
ILLINOIS STATE POLICE (1152)							
020117	1	Invoice	BACKGROUND CHECK	02/01/2017	27.00		01.21.549.00
Total ILLINOIS STATE POLICE (1152):					27.00		
JACKSON CONCRETE/EXCAVATION CO (489)							
022017	1	Invoice	FLOOD WALL SEAL	02/20/2017	800.00		20.25.515.00
Total JACKSON CONCRETE/EXCAVATION CO (489):					800.00		
JDWI (235)							
41554	1	Invoice	SR CIT TRANSPORT	01/31/2017	833.00		01.13.542.00
Total JDWI (235):					833.00		
JO CARROLL ENERGY, INC. (397)							
021517	1	Invoice	ELECTRIC (STREET LIGH	02/15/2017	414.57		15.41.572.00
021517	2	Invoice	PUBLIC WORKS/ELECTRI	02/15/2017	416.81		01.41.571.01
021517	3	Invoice	PARKS/ELECTRIC	02/15/2017	136.92		17.52.571.01
021517	4	Invoice	FIRE/ELECTRIC	02/15/2017	78.31		22.22.576.01
021517	5	Invoice	POOL/ELECTRIC	02/15/2017	543.27		59.55.571.01
Total JO CARROLL ENERGY, INC. (397):					1,589.88		
JO DAVIESS CTY SHERIFF (116)							
17-66	1	Invoice	ID CARDS	02/21/2017	10.00		01.21.549.00
Total JO DAVIESS CTY SHERIFF (116):					10.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
KUHN, BRIAN (236)							
021517	1	Invoice	SWEEPER	02/15/2017	21.99		01.41.613.11
021517	2	Invoice	CLOTHING	02/15/2017	79.98		01.41.471.09
Total KUHN, BRIAN (236):					101.97		
LAWSON PRODUCTS, INC. (627)							
9304719630	1	Invoice	TOOLS	02/14/2017	197.42		01.41.653.00
Total LAWSON PRODUCTS, INC. (627):					197.42		
LOPEZ, GERARDO (120351)							
021217	1	Invoice	DAMAGE DEPOSIT REFU	02/12/2017	200.00		58.54.929.00
Total LOPEZ, GERARDO (120351):					200.00		
MOTOROLA SOLUTIONS - STARCOM (119812)							
2777912301	1	Invoice	MONTHLY RATE FOR ST	02/01/2017	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
MURRAY, B. L. CO. INC. (135)							
93342	1	Invoice	CLEANING SUPPLIES	02/14/2017	63.60		22.22.611.00
Total MURRAY, B. L. CO. INC. (135):					63.60		
MUTUAL WHEEL CO. (119575)							
1281114	1	Invoice	TOOLS	02/08/2017	24.75		01.41.653.00
Total MUTUAL WHEEL CO. (119575):					24.75		
QUILL CORP. (686)							
4123774	1	Invoice	INVESTIGATION SUPPLI	02/03/2017	40.27		01.11.651.01
4123774	2	Invoice	INVESTIGATION SUPPLI	02/03/2017	83.97		01.11.651.01
Total QUILL CORP. (686):					124.24		
SECRETARY OF STATE (515)							
021517	1	Invoice	NOTARY PUBLIC	02/15/2017	10.00		01.21.651.00
Total SECRETARY OF STATE (515):					10.00		
SERVPRO OF DUBUQUE (119766)							
5097915	1	Invoice	FROZEN PIPES/REMEDIA	01/11/2017	8,379.48		01.13.511.03
Total SERVPRO OF DUBUQUE (119766):					8,379.48		
SIRCHIE FINGER PRINT LABS (659)							
0288760	1	Invoice	INVESTIGATION SUPPLI	02/09/2017	253.30		01.21.652.03
Total SIRCHIE FINGER PRINT LABS (659):					253.30		
STEPHENSON SERVICE CO. (119230)							
021517	1	Invoice	FUEL	02/15/2017	652.88		17.52.655.03

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total STEPHENSON SERVICE CO. (119230):					652.88		
TIFCO INDUSTRIES (120350)							
71229131	1	Invoice	TOOL	02/06/2017	59.95		01.41.653.00
Total TIFCO INDUSTRIES (120350):					59.95		
TOP NOTCH PLUMBING, HEATING (625)							
108596	1	Invoice	FROZEN PIPES/REMEDIA	01/28/2017	226.65		01.13.511.03
108973	1	Invoice	FROZEN PIPES/REMEDIA	01/31/2017	114.02		01.13.511.03
Total TOP NOTCH PLUMBING, HEATING (625):					340.67		
UPS STORE GALENA, THE (1260)							
021617	1	Invoice	UPS SHIPPING	02/16/2017	10.41		01.21.551.00
Total UPS STORE GALENA, THE (1260):					10.41		
VERIZON WIRELESS (316)							
021517	1	Invoice	FIRE DEPARTMENT/VERI	02/15/2017	76.02		22.22.655.00
Total VERIZON WIRELESS (316):					76.02		
VIGNETTES (120147)							
12644	1	Invoice	SHADES/KITCHEN/TICKE	02/20/2017	495.00		58.54.511.00
Total VIGNETTES (120147):					495.00		
WAL-MART COMMUNITY (CC) (1258)							
021417	1	Invoice	OFFICE SUPPLIES	02/14/2017	124.44		01.21.651.00
021417	2	Invoice	SUPPLIES	02/14/2017	135.75		01.41.652.00
021417	3	Invoice	SUPPLIES	02/14/2017	17.08		17.52.652.00
Total WAL-MART COMMUNITY (CC) (1258):					277.27		
WHITE CONSTRUCTION CO., INC. (119359)							
021517	1	Invoice	TURNER HALL JANITORI	02/15/2017	350.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					350.00		
WIZARD COMPUTERS INC (666)							
13703	1	Invoice	BACKUP SERVER/CITY H	02/23/2017	2,650.00		01.13.512.04
Total WIZARD COMPUTERS INC (666):					2,650.00		
ZARNOTH BRUSH WORKS INC. (212)							
0163368	1	Invoice	SWEEPER	02/02/2017	256.50		01.41.613.11
Total ZARNOTH BRUSH WORKS INC. (212):					256.50		
Grand Totals:					168,809.87		

Vendor number hash: 2766204
Vendor number hash - split: 5405183
Total number of invoices: 50
Total number of transactions: 89

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	168,809.87	168,809.87
Grand Totals:	168,809.87	168,809.87