



City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, AUGUST 13, 2018

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

ITEM	DESCRIPTION
18C-0287.	Call to Order by Presiding Officer
18C-0288.	Roll Call
18C-0289.	Establishment of Quorum
18C-0290.	Pledge of Allegiance
18C-0291.	Reports of Standing Committees
18C-0292.	Citizens Comments <ul style="list-style-type: none"> • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker

LIQUOR COMMISSION

None.

PUBLIC HEARINGS

None.

CONSENT AGENDA CA18-15

ITEM	DESCRIPTION	PAGE
18C-0293.	Approval of the Minutes of the Regular City Council Meeting of July 23, 2018	3-7
18C-0294.	Approval of an Application by the Galena-Jo Daviess Historical Society for a Temporary Use Permit for the First Annual Portfolio Tasting Event, May 18, 2019, 403 South Main Street	8-12
18C-0295.	Approval of a Property Damage Release and Payment for a Sewer Back-up at 310 Park Avenue	13
18C-0296.	Approval of Change Order #1 to Grant Park Oval Garden Construction Project for Sidewalk Replacement	14-15
18C-0297.	Approval of Budget Amendment BA19-01	16-17

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
18C-0247.	Discussion and Possible Action on a Request by the Galena Foundation to Enact an Ordinance Regarding Demolition by Neglect	18-24

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
18C-0298.	First Reading of an Ordinance Amending Chapter 111 “Alcoholic Beverages” of the Code of Ordinances	25-26
18C-0299.	First Reading of an Ordinance Amending the Zoning Map for 701 South Bench Street from Low Density Residential to Neighborhood Commercial	27
18C-0300.	Discussion and Possible Action on Change Order #2 to Gear Street Reconstruction Project for Sidewalk Installation	28
18C-0301.	Discussion and Possible Action on 2019 Street Paving Contract	29-30
18C-0302.	Discussion and Possible Action on the Renewal of the Garbage and Recycling Contracts with Montgomery Trucking	31-63
18C-0303.	Discussion and Possible Action on a Request by Charles Fach for City Participation with Watermain Installation	64-65
18C-0304.	Warrants	66-76
18C-0305.	Alderspersons’ Comments	
18C-0306.	City Administrator’s Report	
18C-0307.	Mayor’s Report	
18C-0308.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Historic Preservation Comm.	Thurs. August 16	6:30 P.M.	City Hall, 101 Green Street
Grant Park Committee	Fri. August 17	10:30 A.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. Sept. 12	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. August 27	6:30 P.M.	City Hall, 101 Green Street

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

Posted: Thursday, August 9, 2018 at 4:00 p.m. Posted By:

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 23 JULY 2018

18C-0268 – CALL TO ORDER

Mayor Pro-Tem Lincoln called the regular meeting to order at 6:30 p.m. in the Board Chambers at 101 Green Street on 23 July 2018.

18C-0269 – ROLL CALL

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

Absent: Renner

18C-0270 – ESTABLISHMENT OF QUORUM

Mayor Pro-Tem Lincoln announced a quorum of Board members present to conduct City business.

18C-0271– PLEDGE OF ALLEGIANCE

The Pledge was recited.

18C-0272 - REPORTS OF STANDING COMMITTEE

Galena Marketing Committee – A Board Meeting will be held tomorrow, July 24th at 3 p.m. at the train depot.

18C-0273 – CITIZENS COMMENTS

Roger Hervey, 820 Shadow Bluff Drive – Hervey voiced concern that the Knautz building would be within the 300 feet hunting area for the location on Spring Street. Measuring 300 feet from that building would encompass approximately 98 percent of the red triangle indicated for hunting.

Tammy Lee, Piggly Wiggly – Lee advised she is requesting the Council to consider a “pour” license for Piggly Wiggly. She would like to be able to serve beer and wine to people who eat in the store as well as establish a gaming license. She advised at this point the store is struggling and she feels a gaming license will bring added revenue to the store.

Jason Wiegard, 414 S. West Street – Wiegard stated he had some questions regarding the rules for the deer hunting. He questioned if hunters would be required to track the deer down? If the deer wanders 200 yards and dies on a property, who is responsible for having it removed? If a hunter misses and the arrow is still on the ground, are there consequences to the hunter for failure to pick up the arrow? Will there be a fine? How will the arrows be tracked to a specific hunter?

Krista Ginger, 418 Harrison Street – Ginger read a prepared statement which she received anonymously.

Anna Hemm, 226 S. High Street – Hemm stated while she has resolved herself to the fact that the city will be shooting the deer outside of where people live, she is concerned to find out that they will be shooting just down the street from her home. She advised young people live in the area as well as they have animals. She stated nobody wants to see an arrow in an animal. She urged the Council to reconsider the plan to shoot the deer in residential areas.

CONSENT AGENDA CA18-14

18C-0274 – APPROVAL OF THE REGULAR CITY COUNCIL MEETING OF JULY 9, 2018

18C-0275 – ACCEPTANCE OF MAY AND JUNE 2018 FINANCIAL REPORTS

18C-0276 – APPROVAL OF REQUEST FOR SECONDARY EMPLOYMENT BY MATT WIENEN

Motion: Hahn moved, seconded by Kieffer, to approve Consent Agenda, CA18-14.

Discussion: None.

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

The motion carried.

NEW BUSINESS

18C-0277 – WATER AND WASTEWATER OPERATIONS AND MAINTENANCE REPORT FROM AMERICAN WATER

Matt Trotter advised with the repairs to the fire hydrants, they are seeing some improvement in the unaccounted water. In May the percentage was at 31 percent and in June it was down to 16 percent. He hopes to hold that and possibly do better in July.

Acquisition by Veolia will take place August 1st. American Water will still serve as support on different aspects of things for up to two months. Veolia has made various site visits. They are in the process of hiring a Vice President who oversees this region.

Lincoln questioned if there would be any need for follow-up on the repair at the bottom of Bouthillier Street. Trotter advised they used a sleeve for the repair. Typically a sleeve has a life expectancy equal or greater than the actual pipe. It is pretty fail safe.

Fach questioned the difference between non-revenue water accounted vs. non-revenue water unaccounted as shown in table 2.7. Trotter advised the non-revenue water accounted number is anything that they can reasonably estimate, i.e. City accounts billed, would be defined as non-revenue water accounted. The non-revenue water unaccounted would be water which we have no real insight where it is going such as leaks, metering problems, etc.

18C-0278 – DISCUSSION AND POSSIBLE ACTION ON A REQUEST BY TAMMY’S PIGGLY WIGGLY TO CREATE A “POUR” LICENSE FOR GROCERY STORES

Motion: Kieffer moved, seconded by Westemeier, to approve the request by Tammy’s Piggly Wiggly to create a “pour” license for grocery stores.

Discussion: Westemeier stated he would be in favor of making the change. He hopes it would help her out and is a benefit for the city as well. Hahn agreed stating Sullivan’s grocery stores have had them for a long time. Kieffer agreed.

Fach stated he doesn’t feel a grocery store is a place for a bar and slot machines. He was opposed.

Bernstein stated she wishes there was another way to deal with the situation; however, she feels the City owes it to Tammy to support it.

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

The motion carried.

18C-0279 – DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF HUNTING SITES, HUNTERS AND PROGRAM RULES AND REGULATIONS FOR THE GALENA ARCHERY DEER HUNTING PROGRAM

Motion: Kieffer moved, seconded by Westemeier, to approve the hunting sites, hunters and program rules and regulations for the Galena Archery Deer Hunting Program, 18C-0279.

Discussion: Kieffer advised all of the sites have been approved by the Department of Natural Resources (DNR). He feels it is time to get something done.

Hahn stated it is up to the discretion of the City as to what sites and where the hunting will be allowed. If some of the spots are limited to almost zero acres, he would agree for the first year to remove those areas.

Fach questioned how these areas were added. Moran advised back in May a schedule was presented which included opening it up to private hunting spots. This was presented to the council and the council voted to move forward with the process. The City received 7 applications for sites. Letters were sent to surrounding property owners.

Hahn noted 331 letters were sent out. The only comments received are the comments given tonight. Staff will look at the properties individually. If they are too small they can be held back. He was opposed to changing the rules and regulations now. He noted the distance can be less with permission of the surrounding property owners.

Bernstein stated she would be inclined to pull the Spring Street properties given the objections that those sites are too small. She also voiced concern with wounded deer running on to the highway.

Westemeier is concerned if only the outside areas are done it is not going to take care of the problem inside the City Limits. He commended those giving the city permission to do this within the city. The problem is within the city and not the county. The hunters are going to responsible people that will take the necessary precautions. If a deer goes on to private property, they will ask permission to retrieve it. The hunters will be required to put up signs. He would like to see the city follow through with it for the first year and see how it goes. Changes can be made next year if necessary.

Fach was in favor of doing the outlying areas the first year to see how it goes. If it doesn't work then come in to the city limits.

Fach questioned what the city's liability would be should a deer with an arrow sticking in it cause an accident on the highway and a person were severely injured. Nack advised the city's exposure on that would be limited.

Bernstein was in favor of going with city properties only at this time.

Amended

Motion: Bernstein moved, seconded by Fach, to amend the motion to include only city owned properties for the deer hunting in October 2018.

Discussion: None.

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

The motion was denied.

**Main
Motion**

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

The motion carried.

18C-0280 – DISCUSSION AND POSSIBLE ACTION ON ZONING CALENDAR NO. 18A-03, A REQUEST BY MARY PROIETTI, 701 SOUTH BENCH STREET TO REZONE FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

Motion: Fach moved, seconded by Hahn, to approve Zoning Calendar No. 18A-03, a request by Mary Proietti, 701 South Bench Street, to rezone from Low Density Residential to Neighborhood Commercial.

Discussion: Council agreed it would be a good addition to Galena.

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

The motion carried.

18C-0281 – DISCUSSION AND POSSIBLE ACTION ON GLASS RECYCLING PROPOSAL

Council discussed and agreed to table this item until such time as they can get more information. Some of the concerns were: Will the bars and restaurants utilize it? Where will the bin be located? Where will the glass be stored? How will the Public Works Department handle loading the glass?

Motion: Westemeier moved, seconded by Hahn, to table item 18C-0281.

18C-0282 – WARRANTS

Motion: Kieffer moved, seconded by Fach, to approve the Warrants as presented, 18C-0282.

Discussion: Bernstein questioned the bill to K & W Coatings, LLC. She was advised it was for painting of the structure at the Horseshoe Mound reservoir.

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

The motion carried.

18C-0283 – ALDERPERSONS' COMMENTS

War Memorial Railings – Fach advised the railing on the right side of the steps is completely rusted off on the bottom post. While the next post is secure, he is concerned vandals could get a hold of it and bend the railing.

Thank you – Hahn thanked everyone for their comments and urged staff to be aware of what they are doing when giving out permits for the deer hunting program.

Car Show – Hahn reported the car show went well and they had lots of people.

Glass Recycling – Bernstein thanked the council for their consideration of the glass recycling program. She urged them to let her know of any other concerns they might have.

18C-0284 – CITY ADMINISTRATOR’S REPORT

Thank you – Moran thanked Crossroads Community Church for the new kiosk at the end of the trail at Aiken. Members of the church constructed a new kiosk.

Washburn Garden – A dedication for the Washburn bust in Washburn Garden was held. Moran thanked everyone involved.

War Memorial Railing – Moran advised the railing is on the list. We are just waiting for the welder.

18C-0285 – MAYOR’S REPORT

Thank you – Lincoln thanked Louie’s Trenching for the basketball courts in Grant Park.

Thank you - Lincoln thanked all of the Galena groups for all of the hard work they have been doing lately.

Grease Spill – Lincoln noted there appears to be a grease spill on Commerce Street. He questioned if there is a way to clean it somehow to reduce the smell.

Recycling – Lincoln stated while he feels the recycling program is a great idea, he is concerned with having to do a budget amendment for funding. While he would love to see it, he feels more thought with regard to the area and cost needs to be put into it. He recommended adding it to the budget next year.

18C-0286 - ADJOURNMENT

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

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk



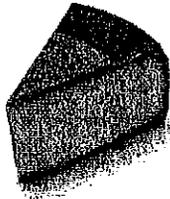
Galena River & Cheese
Wine &

1ST ANNUAL

Portfolio Tasting



WINE



CHEESE



BEER

SATURDAY, MAY 18TH

**FROM 3:00 UNTIL 6:00 PM
\$25 ADVANCED PURCHASE
\$30 AT THE DOOR**

Outdoor Tasting directly across the street at :
Gateway to History
403 South Main Street Galena, IL

**HOSTED BY &
PROCEEDS TO BENEFIT**

**GALENA-JO DAVIESS COUNTY
HISTORICAL SOCIETY**

For tickets and event information please visit

www.galenariverwineandcheese/portfolio

Permit Fee: \$25.00

Date Paid: 8/7/18

**CITY OF GALENA
TEMPORARY USE APPLICATION & PERMIT**

APPLICANT INFORMATION:

Applicant or Organization GALENA - JO DAVENESS CO. HISTORICAL SOCIETY
Contact Person NANCY BREED Phone 815-777-9129 Address 513 BOUTHILLIER

PROPOSED TEMPORARY USE LOCATION INFORMATION:

Property Owner " "
Property Location/Address/Legal Description 403 S. MAIN
Zoning District of Property DC Current Use at Property RETAIL

PROPOSED TEMPORARY USE INFORMATION:

Dates for Event 5-18-19 to 5-18-19
Hours of Operation 3:00 P to 6:00 P

Description of proposed temporary use
OUTDOOR WINE TASTING EVENT / FUNDRAISER.

Description of articles to be sold, if applicable WINE, CHEESE, BEER

Description, with dimensions (in square feet), of proposed sales facilities or other temporary structures (ex. - tent, stand, garage, vehicle), if applicable TENT X 2

Description of how the use will not be detrimental to the public health, safety and general welfare, and that the use is consistent with the purpose and intent of the code and the specific zoning district in which it will be located CONSISTENT WITH ACTIVITIES HELD DOWNTOWN FOR OTHER EVENTS

Description of how the use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the temporary use, and the use will not be adversely affected by the use of activities associated

with it. Factors in determining compatibility include, but are not limited to location, noise, odor, light, dust control and hours of operation LOCATED IN DOWNTOWN

Description of how the use will not cause traffic volumes to exceed the capacity of affected streets PEDESTRIAN TRAFFIC

Description and maps showing how adequate off-street parking to serve the use will be provided. Provide description and maps showing that the use will not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site. Applicant shall mark or highlight specific parking area to be dedicated for the Temporary Use ATTACHED

Map included YES

Description and map showing the proposed entrance and exits drives to the temporary use location

Map included YES

Description or photos/drawings of proposed signage and signage location N/A

Drawings included

Description and map showing structure locations and that structures and/or display of merchandise comply with the yard and property line setback requirements of the zone district within which the use is located. (Items shall be displayed so as not to interfere with the sight visibility triangle of the intersection of the curb line of any two streets or a driveway and a street and in no case shall items be located within the public right-of-way) ATTACHED

Map included YES

Description of proposed drinking water, toilet facilities and crowd control provisions, if applicable FORTA POTTY + BUILDING RESTROOMS

Description of any proposed temporary utilities (electric etc.) and associated lighting serving the proposed use, including hours of lighting N/A

If application is for a tent sale, a certificate of fire resistant material must be included with the application. Fire safety regulations may require a number of fire extinguishers be placed within the tent. Certificate included N/A

A signed letter of consent from the existing property owners verifying that they acknowledge the time and date of the sale and confirming that they approve of the temporary use. Letter included N/A

All applicable Sales Tax License should be provided. Copy included SEE LUNCH STAND APP.

Note: There may not be any other valid temporary uses on the premises during the time of the proposed use. A minimum of 30 calendar days must have lapsed since the previous temporary use on the parcel or lot expired.

SIGNATURE OF APPLICANT Nancy Breed DATE 8/1/18

SIGNATURE OF PROPERTY OWNER Nancy Breed DATE 8/1/18

* * * * *
* * * * *

APPROVED [Signature] DATE 8-1-18
ZONING ADMINISTRATOR

DENIED _____ DATE _____
ZONING ADMINISTRATOR

APPROVED [Signature] DATE 8-7-18
POLICE DEPARTMENT

DENIED _____ DATE _____
POLICE DEPARTMENT

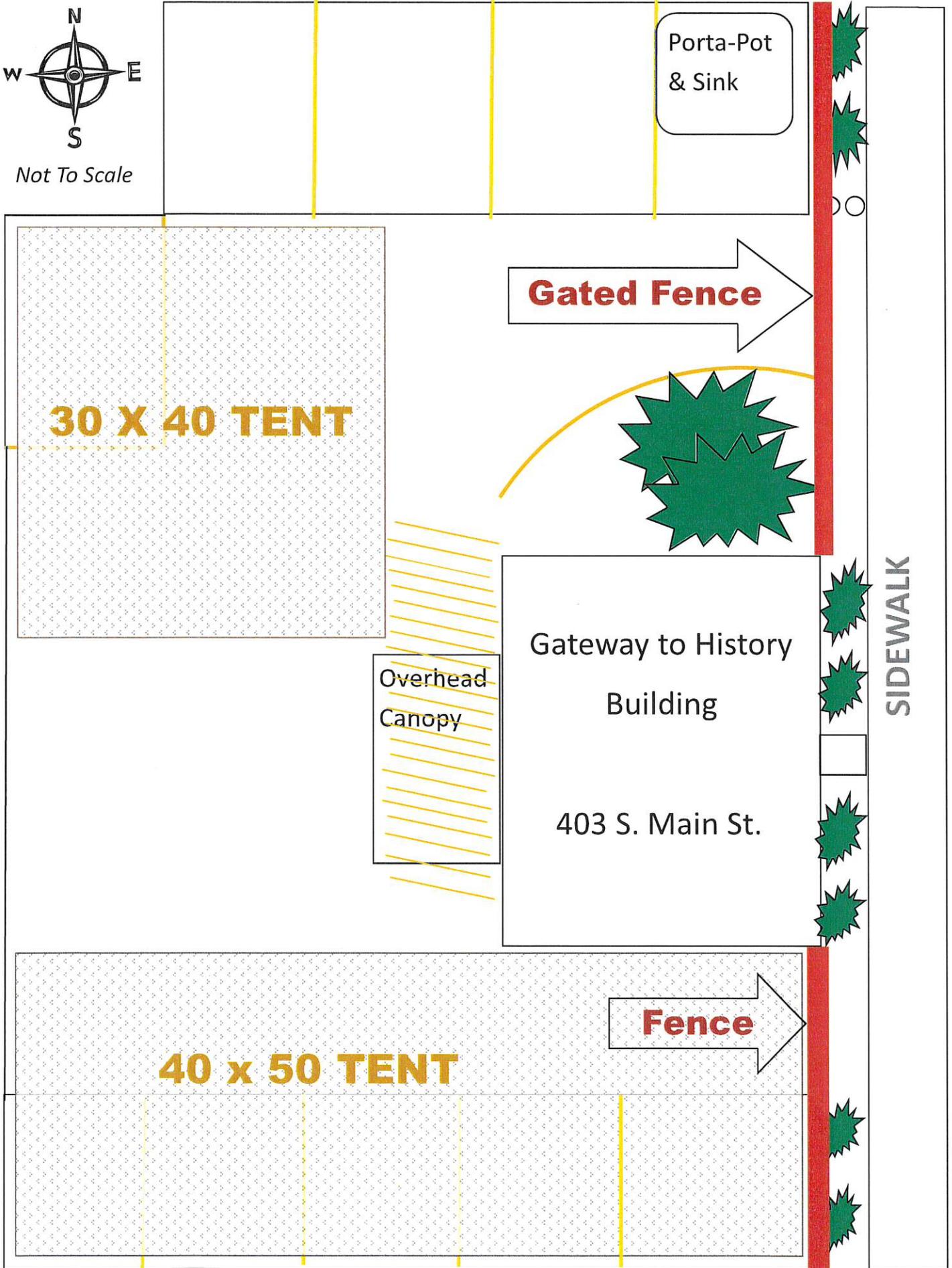
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APPROVED DATES: 5-18-19 TO 5-18-19

DATE APPLICATION RECEIVED 8-1-18 DATE PERMIT ISSUED _____

PERMIT NUMBER FOR YEAR: (1) 2 3 4 MAX. FOR USE TYPE _____

* * * * *
* * * * *



PROPERTY DAMAGE RELEASE

That the Undersigned, being of lawful age, for sole consideration of \$2,415.65 to be paid to Dennis R. Waltman and Leslie J. Waltman, do hereby release, acquit and forever discharge American Water, Inc., Veolia North America, and the City of Galena, Illinois, and their employees, agents and all other persons from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all know and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about June 27, 2018 in which sewage backed-up in the basement of 310 Park Avenue, Galena, Illinois.

It is understood and agreed that this settlement is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to buy their peace.

The undersigned further declare and represent that no promise, inducement or agreement and herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

Signed this ____ day of _____, 2018.

CAUTION: READ BEFORE SIGNING BELOW

Dennis R. Waltman

Leslie J. Waltman

Print

Print

Notary Public

Notary Public

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: August 8, 2018

RE: Grant Park Oval Garden Change Order #1

At the outset of construction of the Oval Garden project in late July, members of the Grant Park Committee and staff determined that the existing sidewalk around the garden was damaged in thirteen locations. The contract for the project included an alternate for sidewalk replacement in anticipation of the need to replace damaged sidewalk. In order to improve the grades of the sidewalk, perfect the shape of the oval, and provide a safe walking surface, it was determined that replacing the entire sidewalk would be the preferred option.

A price of \$10,000 was obtained from the contractor, Louie's Trenching Service, to remove and replace the sidewalk. The price was determined to be about half of what the cost would have been if the actual bid price were applied.

Completion of the garden and the restoration of the nearby turf is time sensitive because of Country Fair. In an attempt to keep the project moving, city council members were polled by phone the week of July 25 about the proposed change order. All council members verbally approved the change and the sidewalk is now nearly complete. I am presenting the change order to complete the process.

Please let me know if you have any questions. Thank you.

CHANGE ORDER SUMMARY

Number: **#1** Date of Issuance: **August 13, 2018**

Project: **Grant Park Oval Garden Construction**

OWNER: **City of Galena**

ADDRESS: **Grant Park, Park Avenue**

CONTRACTOR: **Louie’s Trenching Service**

DESCRIPTION OF CHANGE ORDER:

You are directed to make the following changes in the Contract Documents:

Ref. #	Work Item	Justification	Quantity	Unit	Cost \$
1	Replace sidewalk around oval garden	Thirteen sections of sidewalk were damaged prior to project start and required replacement. Complete replacement will allow the oval shape to be perfected and the sidewalk grades improved.	1	Sum	\$10,000.00
TOTAL:					\$10,000.00

ATTACHMENTS: None

CHANGE IN CONTRACT PRICE:

Original Contract price, including Items 3, 4, 6, 7, 8 and A1		\$ 31,600.00
Net Change of this Change Order	ADD	\$ 10,000.00
Contract price with all approved Change Orders		\$ 41,600.00

Recommended by:

ENGINEER

Date

Approved by:

OWNER

Date

Approved by:

CONTRACTOR

Date



City of Galena, Illinois

Budget Amendment No. 19-01

Fiscal Year 2018-19

Line Item Title	Line Item No.	Beginning Balance	Increase	Decrease	Ending Balance
COBRA Insurance Premium Expense	01.13.451.04	\$ -	\$ 18,500		\$ 18,500
Employee Health Insurance	01.13.451.00	\$ 353,000		\$ 18,500	\$ 334,500

Justification:

This budget amendment includes the following proposed changes to the current budget:

This amendment is for the purpose of creating an expense account to offset the Cobra Payment General Ledger Account 01.381.6--where revenue is deposited from retired employees who remain on the City health insurance plan. The employees deposit monthly with the City an amount equal to their respective health insurance premium. The proposed amendment would not increase expenses. It would simply create a dedicated expense line item to account for premium payments made with the revenue from the former employees. The new expense line item would be funded with \$18,500 from the Employee Health Insurance line item 01.13.451.00. The change would improve our accounting for health insurance expenses.

Presently, the health insurance premiums for retired employees are being expensed to either General Ledger Account 01.13.451.00, the line item for current employee health premiums, or 78.32.464.02, the line item for disbursements from accrued employee benefits.

The creation of this new Cobra expense account will allow us to accurately process and report health care premiums paid of retired employees.

Effect of Budget Amendment on Budget:

Fund	Approved Budget	Budget After Previous Amendments	Budget After Proposed Amendment
General Fund Revenues	\$ 4,149,395	Na	\$ 4,149,395
General Fund Expenses	\$ 4,062,093	Na	\$ 4,062,093
General Surplus/(Deficit)	\$ 87,302		\$ 87,302
Other Fund Revenues	\$ 8,282,508	Na	\$ 8,282,508
Other Fund Expenses	\$ 8,368,768	NA	\$ 8,368,768
Other Fund Surplus/(Deficit)	\$ (86,260)		\$ (86,260)
Total Budget Surplus/(Deficit)	\$ 1,042	NA	\$ 1,042

Approved by City Council on _____

 Mark Moran
 Budget Officer

June 21, 2018

Dear Mayor Renner and City Council Members:

In the interest of preserving Galena's architectural heritage, the Galena Foundation Board respectfully asks that you consider adopting the attached "Demolition by Neglect Ordinance." This ordinance documents the City's current practices and powers and emphasizes our community's commitment to historic preservation.

We look forward to a thoughtful discussion about this ordinance, and an ongoing partnership between the City and the Foundation as we work to ensure Galena's role as a premiere historic site is maintained.

Sincerely,

Ken Robb, President

The Galena Foundation

@ 151.50 DEMOLITION BY NEGLECT.

All structures located in the Galena Historic District or with Landmark designation shall be preserved by their owner against decay, rot, deterioration, and kept free of certain structural defects to prevent demolition or partial demolition caused by the neglect of said structure.

(A) In the event a property or structure within the Historic District or with a Landmark designation fails to be preserved in accordance with this section, the Building Official shall notify the owner of record of the applicable property or structure, such notice to include the details of the violation of this section.

(B) The owner of the applicable property shall have one year to commence efforts to remedy the situation specified by the Building Inspector, and three years to complete the remedial efforts unless a shorter period is necessitated by the condition of the building. In the event remedial efforts are not commenced within one year, or satisfactory progress is not being made in the opinion of the Building Official at any point after the first year, the Building Official shall submit the applicable property to the GHPC for review and recommendation.

(C) The GHPC can recommend any of the following to the Building Official or to City Council, as applicable:

- i. allowing the owner more time;
- ii. levying a daily fine against the owner until suitable remedial efforts are commenced or completed;
- iii. requesting that the City take action to remedy the situation while making the owner accountable for all costs incurred by such action; or
- iv. requesting the City exercise its eminent domain powers due to the significance of the property or structure in question and the urgency alleviating the conditions that caused the property or structure to come within the provisions of this section.

The decision to accept and act upon the GHPC's recommendation shall be at the sole discretion of City Council.

(D) The City of Galena shall have the right to place a lien upon any property that has been the subject of a fine or City funded remedial action for the total amount of such fine or remedial action plus costs.

📖 § 151.99 PENALTY.

Any person who undertakes or causes an alteration, construction, demolition or removal of any property within the Galena Historic District without a Certificate of Appropriateness shall be subject to a fine of not less than \$50 or more than \$500 upon conviction thereof. Every day such violation shall continue to exist shall constitute a separate violation.

Any person guilty of a violation of Section 151.40 shall be punished by a fine of \$500.

Any person guilty of a violation of Section 151.50 shall be punished by a fine of not less than \$50 per day or more than \$500 per day plus all costs absorbed by the City to rectify the violation. The City shall have the authority to place a lien on the applicable property for all fines and costs ordered.

Proposed Ordinance	Current Ordinance
<p>§ 151.50 DEMOLITION BY NEGLECT.</p>	<p>§ 150.20 Buildings, Structures and Property to be Maintained</p>
<p>All structures located in the Galena Historic District or with Landmark designation shall be preserved by their owner against decay, rot, deterioration, and kept free of certain structural defects to prevent demolition or partial demolition caused by the neglect of said structure.</p>	<p>(A) All buildings, structures and/or property within the corporate limits of the city whether owned or controlled privately or by any public body, shall receive reasonable care, upkeep and maintenance for the protection, enhancement, preservation, and perpetuation or use in compliance with the terms of this chapter and the <i>International Property Maintenance Code</i>.</p>
<p>(A) In the event a property or structure within the Historic District or with a Landmark designation fails to be preserved in accordance with this section, the Building Official shall notify the owner of record of the applicable property or structure, such notice to include the details of the violation of this section.</p>	<p>(B) The Building Official shall give a written notification of any violation of this section to the owner or lessor of or the trustee or other legally responsible party for such property, stating in such notification that he has inspected the property and has found it to be in violation of § 150.20 and the <i>International Property Maintenance Code</i>. Such notification shall be in accordance with Section 107 of the <i>International Property Maintenance Code</i>, and shall state in clear and precise terms a description or explanation of the violation. The property owner, trustee, lessor or legally responsible party shall be given a reasonable period of time in which to correct such violation, but within 15 days of receiving notification of the violation, the owner or person legally responsible for the property must provide a plan for correction and obtain any necessary permits required to perform the repairs. The Building Official may extend the period of time provided for correction at his discretion, providing a substantial attempt has been made to correct the violations.</p>

<p>(B) The owner of the applicable property shall have one year to commence efforts to remedy the situation specified by the Building Inspector, and four years to complete the remedial efforts unless a shorter period is necessitated by the condition of the building. In the event remedial efforts are not commenced within one year, or satisfactory progress is not being made in the opinion of the Building Official over the course of four years, the Building Official shall submit the applicable property to the GHPC for review and recommendation.</p>	<p>(C) The owner, lessor, trustee or other legally responsible party shall be deemed to be in violation of this section if after the allotted time, the violation has not been corrected or is not in the process of being corrected.</p>
<p>(C) The GHPC can recommend any of the following to the Building Official or to City Council, as applicable:</p>	<p>(D) The owner, lessor, trustee or other responsible party who is deemed to be in violation of this section may request in writing to the Building Inspector a hearing by the Building Code Board of Appeals pursuant to Section 111 of the <i>International Property Maintenance Code</i>.</p>
<p>i. allowing the owner more time;</p>	
<p>ii. levying a daily fine against the owner until suitable remedial efforts are commenced or completed;</p>	
<p>iii. requesting that the City take action to remedy the situation while making the owner accountable for all costs incurred by such action; or</p>	
<p>iv. requesting the City exercise its eminent domain powers due to the significance of the property or structure in question and the urgency alleviating the conditions that caused the property or structure to come within the provisions of this section.</p>	
<p>The decision to accept and act upon the GHPC’s recommendation shall be at the sole discretion of City Council.</p>	

<p>(D) The City of Galena shall have the right to place a lien upon any property that has been the subject of a fine or City funded remedial action for the total amount of such fine or remedial action plus costs.</p>	
<p>§ 151.99 PENALTY.</p>	<p>§ 150.99 PENALTY.</p>
<p>Any person who undertakes or causes an alteration, construction, demolition or removal of any property within the Galena Historic District without a Certificate of Appropriateness shall be subject to a fine of not less than \$50 or more than \$500 upon conviction thereof. Every day such violation shall continue to exist shall constitute a separate violation.</p>	<p>(F) Each day of violation of § 150.20 shall be subject to a fine of not less than \$20 nor more than \$750 and each day such correction has not been made will be deemed a new violation.</p>
<p>Any person guilty of a violation of Section 151.40 shall be punished by a fine of \$500.</p>	
<p>Any person guilty of a violation of Section 151.50 shall be punished by a fine of not less than \$50 per day or more than \$500 per day plus all costs absorbed by the City to rectify the violation. The City shall have the authority to place a lien on the applicable property for all fines and costs ordered.</p>	

**Memorandum of Understanding
Between
The City of Galena
and
The Galena Foundation, Inc.**

This Memorandum of Understanding (MOU) sets the terms and understanding between the City of Galena ("City") and The Galena Foundation, Inc. ("Foundation") to reduce the instances of demolition of historic buildings resulting from property owner neglect.

Background

The City and the Foundation have partnered successfully in the past on the rehabilitation and restoration of significant historic properties owned by the City (e.g. the high school steps, the Depot, Turner Hall, the Old City Cemetery, and Grant Park). This MOU is designed to expand this partnership to address historically significant private properties that are being neglected so as to avoid demolition and to preserve the community's architectural heritage.

As documented in the Bylaws as revised November 2, 2013, the purpose of The Galena Foundation, Inc. is in part:

- (1) To preserve buildings, sites and properties of historical or architectural importance within the City of Galena and the State of Illinois and to promote thereby knowledge of and an appreciation for the history of the State,
- (2) To acquire by gift, devise or purchase buildings, sites and properties having historical or architectural importance; in appropriate circumstances as determined by the Board of Directors to rehabilitate such properties to restore them to their original condition; to subject such properties to legal covenants and restrictions that will insure that they are preserved and maintained; and to sell or dispose of such properties subject to the covenants and restrictions, in order that the properties will not be destroyed, but will be preserved and maintained for the benefit of future generations...

Purpose

This MOU will define a mutually agreed-upon process for integrating the City's efforts to deal with neglected properties with the Foundation's non-profit goals for historic preservation in order to prevent the neglect and demolition of historic properties.

The above goals will be accomplished by undertaking the following activities:

- 1) Either the City or the Foundation will identify a historic property of concern.
- 2) The City will provide the Foundation with details on the history of the City's enforcement of ordinances relative to the property identified, and an evaluation in writing as to whether or not enforcement is achieving the desired result, or if progress is believed to be imminent.

3) If the City determines that enforcement of pertinent city codes is not achieving the desired result nor is progress believed to be imminent, the Foundation, at the discretion of its board, may offer the City a proposal for participating in an effort to preserve and maintain the property for the benefit of future generations in accordance with the Foundation bylaws.

4) If the terms of the Foundation proposal in regards to the property can be made acceptable to the City, it shall be formalized as an agreement between the City and the Foundation and the actions defined in the agreement shall be taken to preserve and maintain the property.

Funding

This MOU is not a commitment of funds by either the City or the Foundation.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City and the Foundation. This MOU shall become effective upon signature by the authorized officials from the City and the Foundation and will remain in effect until terminated by any one of the partners.

Contact Information and MOU Approval Signatures

City of Galena
Terrence J. Renner, Mayor
Galena City Hall
101 Green Street
Galena IL 61036
(815) 777-1050

The Galena Foundation, Inc.
Kenneth L. Robb, President
P.O. Box 1
Galena IL 61036
(815) 281-1089

Terrence J. Renner, Mayor, City of Galena

Date

Kenneth L. Robb, President, The Galena Foundation, Inc.

Date

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: August 6, 2018

RE: Piggly Wiggly Liquor License

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

At the July 23 meeting, you voted to move forward with the approval of a liquor license for Piggly Wiggly that would facilitate the addition of video gaming at the store. As discussed during the meeting, our current ordinance does not include a “pour” liquor license specifically for grocery stores. Either a new license would need to be created or the current Class A license could be used with slight modification.

The Class A license permits the sale of any alcoholic liquor for consumption on or off the premises. Last summer, you amended the Class A license definition to require an establishment possessing the license to derive more than 50 percent of its income from the sale of alcohol. For Piggly Wiggly to be eligible for a Class A license, you would need to reverse the 2017 amendment.

With the closure of Nancy’s Slots last month, one Class A license is available. This license could be approved for Piggly Wiggly. In the future, the council could consider expanding the number of Class A licenses on a case-by-case basis. This approach would maintain city council control over the expansion of establishments serving alcoholic liquor and, by association, control over the expansion of video gaming in the establishments.

I am attaching a proposed ordinance that would remove the requirement for Class A liquor license establishments to derive 50 percent of their income from alcohol sales.

Ordinance # 17-_____

AN ORDINANCE AMENDING CHAPTER 111 "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF GALENA

WHEREAS, the City of Galena is a municipal corporation operating under the laws of the State of Illinois; and

WHEREAS, the City Council seeks to repeal an ordinance enacted in 2017 that required an establishment to have 50 percent of the business income from the sale of alcoholic liquor to be eligible for a Class A liquor license; and

WHEREAS, the City Council desires to evaluate applications for the Class A license on a case-by-case basis, independent of the amount of business income derived from the sale or expected sale of alcoholic liquor.

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

SECTION I: Chapter 111.20 of the Code of Ordinances shall be amended as follows:

(A) Class "A" license shall authorize the retail sale of alcoholic liquor for consumption on the premises specified in the license as well as for consumption off the premises. ~~***The license shall only be available to an establishment whose principal business is the sale of alcoholic liquor, with more than 50 percent of business income from the sale of alcoholic liquor.***~~ It shall be unlawful for such licensee to sell alcoholic liquor for consumption on or off the premises between the hours of 1:00 a.m. and 6:00 a.m., except New Year's Day, in which case such sales shall not be made between the hours of 2:00 a.m. and 6:00 a.m. The annual license fee shall be set by the City Council from time to time.

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

SECTION III: This ordinance shall be effective on the date of passage.

SECTION IV: Passed on this ____ day of _____, A.D., 2018, in open Council.

AYES:

NAYS:

TERRY RENNER, MAYOR

ATTEST:

MARY BETH HYDE, CITY CLERK

Ordinance #O-18-___

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

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

SECTION I: The official Zoning Map of the City of Galena shall hereby be amended to change the zoning on approximately 0.24 acres at Parcel: 22-100-263-00, Lot 8, Lots between Bench and Prospect Streets, Galena, Jo Daviess County, Illinois. Common Address: 701 South Bench Street, Galena, IL 61036, from Low Density Residential District to Neighborhood Commercial District.

SECTION II: All other provisions of the Zoning Ordinance and the Zoning Map shall remain in full force and effect.

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

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

SECTION V: Passed on this ___ day of _____, A.D. 2018, in open Council.

AYES:

NAYS:

ATTEST:

Terry Renner, Mayor

Mary Beth Hyde, City Clerk

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis - City Engineer *ALewis*

DATE: 8 August 2018

RE: Gear Street Reconstruction Project
Consideration of Change Order #2

Prior to the city commencing the Gear Street reconstruction project, Nicor Gas installed a new gas main with services to properties between Bench and Klockaw Street. This work necessitated the removal of many areas of sidewalk between Bench and West Street, which has created a patchwork of removed areas. Negotiations with Nicor Gas enabled an agreement with the city to have Fischer Excavating replace the sidewalk as part of the contract. The agreement states Nicor will provide \$25,844.85 for sidewalk replacement.

The Gear Street base bid includes nearly 20,000 square feet of sidewalk at a cost of \$117,823. This is mainly between West Street and Galena State Bank but does include areas between Bench and West Street. Our proposal is to replace all the sidewalk between Bench and West Street. This would be paid for using Nicor funding, existing sidewalk replacement cost and an additional \$9,000 which can be accommodated within the contract using items that are unlikely to be used, for example dealing with soft ground and temporary access ramps.

I recommend the city council authorize all the sidewalk be replaced between Bench and West Street for an additional cost of \$9,000 and paid for using existing savings to the contract.

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: 8 August 2018

RE: Street Paving Contract - Approval of Bids

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

Contractor	Base Bid \$	Alternate Bid \$	Total Bid \$
Civil Constructors	125,452.50	81,688.00	207,140.50

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

- South Dodge Street from Mars Avenue to HW 20
- Wight Street

Alternate bid items – streets include:

- Shadow Bluff (\$28,109)
- Jail Hill (Bench to top of hill) and Soldier Monument (\$53,579)

This year \$175,465 was budgeted for all street improvement work, which includes \$25,000 for sealcoating Powder House Hill Road and Gateway Park Street. This leaves \$150,465 for 2-inch HMA overlays.

In discussing the proposed bid with Jim Rigdon we propose the following items are completed:

- Base bid items – identified above for cost of \$125,452.50
- Alternate item – Shadow Bluff for cost of \$28,109.00
- Total cost for above items is \$153,561.50 which exceeds budget amount of \$150,465 by \$3,096.50.

I recommend the city council approves the base bid and alternate bid for Shadow Bluff from Civil Constructors for total of \$153,561.50. Repaving work will commence during September and sealcoating is planned within next few weeks. A budget amendment will cover the additional cost of \$3,096.50.

STREET REPAVING PROGRAM 2018

REF. #	BID ITEMS	UNIT	QUANTITY	UNIT COST \$	AMOUNT \$
	SOUTH DODGE STREET				
1	HMA SURFACE REMOVAL 2"	SY	850	9.8	8,330.00
2	HMA BINDER COURSE IL-19, N50, 0-2"	TON	180	100	18,000.00
3	HMA SURFACE COURSE MIX C, N50, 2"	TON	750	88	66,000.00
4	TACK COAT CSS-1H	GALL	450	4.5	2,025.00
5	ADJUST WATER VALVE	EA	5	660	3,300.00
6	ADJUST MH COVER	EA	4	950	3,800.00
7	HMA CURB	LF	170	28	4,760.00
	WIGHT STREET				
8	HMA SURFACE REMOVAL 2"	SY	300	9.8	2,940.00
9	HMA BINDER COURSE IL-19, N50, 0-2"	TON	24	100	2,400.00
10	HMA SURFACE COURSE MIX C, N50, 2"	TON	125	88	11,000.00
11	TACK COAT CSS-1H	GALL	75	4.5	337.50
12	ADJUST WATER VALVE	EA	1	660	660.00
13	ADJUST MH COVER	EA	2	950	1,900.00
	TOTAL BASE BID				125,452.50
	ALTERNATE ITEMS				
	SHADOW BLUFF				
A1	HMA SURFACE REMOVAL 2"	SY	780	5.8	4,524.00
A2	HMA BINDER COURSE IL-19, N50, 0-2"	TON	0	0	0.00
A3	HMA SURFACE COURSE MIX C, N50, 2"	TON	250	89	22,250.00
A4	TACK COAT CSS-1H	GALL	150	4.5	675.00
A5	ADJUST WATER VALVE	EA	1	660	660.00
A6	ADJUST MH COVER	EA	0	0	0.00
	SUB TOTAL				28,109.00
	JAIL HILL & SOLDIER MONUMENT				
A7	HMA SURFACE REMOVAL 2"	SY	460	7.1	3,266.00
A8	HMA BINDER COURSE IL-19, N50, 0-2"	TON	100	97	9,700.00
A9	HMA SURFACE COURSE MIX C, N50, 2"	TON	390	90	35,100.00
A10	TACK COAT CSS-1H	GALL	234	4.5	1,053.00
A11	ADJUST WATER VALVE	EA	1	660	660.00
A12	ADJUST MH COVER	EA	4	950	3,800.00
	SUB TOTAL				53,579.00
	TOTAL ALTERNATES				81,688.00

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: August 7, 2018

RE: Garbage and Recycling Contracts

The City contracts with Montgomery Trucking for garbage collection and recycling collection. Both five-year contracts were executed in 2013 and expire August 31, 2018. I am writing to present a request from Montgomery to renew both contracts for five more years.

Even though the company was entitled to an annual cost of living increase each of the last 10 years, Montgomery has not increased their rates since 2008. As explained in the attached letter, to offset rising costs of doing business, the company proposes a five-percent increase effective September 1, 2018.

The proposed garbage and recycling rates are shown in Table 1 where they are contrasted with the rates from the current contracts and the previous contracts. With the proposed increase, the total rate would increase from \$10.50 per month per residence to \$11.02. We currently charge \$11.55 per month per resident to cover the contract cost plus administrative expenses.

Table 1. Garbage and Recycling Contracts Rate Comparison

Contract	2008-2013	2013-2018	Proposed 2018-2023
Residential Garbage	\$7.80	\$7.80	\$8.19
Residential Recycling	\$2.70	\$2.70	\$2.83
TOTAL	\$10.50	\$10.50	\$11.02

The proposed increase would add about \$10,800 to the annual cost of the contracts. Since we are several months into the current fiscal year, about \$7,200 of added cost would be experienced in the current year. This amount would have to be added to the expense budget with a budget amendment. The projected year-end balance for the Garbage and Recycling Fund is \$165,275. A comparison of the total cost of the contracts is shown in Table 2 on the following page.

Table 2. Garbage and Recycling Contracts Cost Comparison

Contract	2013-2018	Proposed 2018-2023	Change
Residential Garbage	\$162,900	\$171,000	\$8,100
Residential Recycling	\$56,400	\$59,100	\$2,700
TOTAL	\$219,300	\$230,100	\$10,800

Based on the proposed increase of the cost of the contracts, we should not have to increase the rates we charge our residents this fiscal year. During our upcoming budget process, we would review our rates relative to costs and fund balance in more detail.

If you are inclined to renew the contracts as proposed, the contract documents would be updated to reflect the new dates and rates. No other changes are proposed. The mayor would execute the contracts without further council action.

Please let me know if you have any questions. Thank you.

Montgomery Trucking, Inc.

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

Phone 815-777-0672
Fax: 815-777-1905
E-mail: montgomerytrucking@att.net
montgomerytruckinggalena.com

Aug 1, 2018

To: Mayor Renner and the Council of the City of Galena

Dear Mayor and Council,

I am writing to request a 5% increase to the city garbage and recycling rate. It would make the new rate \$11.02 a month. We have not raised the rates in Galena since September of 2008. Insurance, wages, dumping fees, etc. have all continually gone up over this time. Just this year, recycling fees have doubled. I am respectfully asking you to consider this rate increase for the new contract beginning September 1, 2018. Thank you for consideration.

Sincerely,
Gordon Montgomery
President

**GARBAGE AND REFUSE COLLECTION
AND DISPOSAL CONTRACT**

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

WITNESSETH THAT:

WHEREAS, the Contractor and the City first entered into a Contract dated November 5, 1973, providing for garbage and refuse collection by the Contractor within the City, which Contract was from time to time amended and extended by the parties thereto; and

WHEREAS, 65 ILCS 5/11-19-1 of the Illinois Compiled Statutes, as amended, authorizes the City to enter into a Contract with any person or corporation for more than one year and not exceeding thirty years relating to the collection and final disposition of garbage, refuse and ashes; and

WHEREAS, 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, provides that the City may provide such method or methods as shall be approved by the corporate authorities for the disposition of garbage, refuse and ashes, and further provides that the City may provide by ordinance that such method or methods shall be the exclusive method or methods for the disposition of garbage, refuse and ashes to be allowed within the City, and that such ordinance may be enacted, notwithstanding the fact that competition maybe displaced or that such ordinance may have an anti-competition effect; and

WHEREAS, the Contractor has invested substantial sums of money in equipment, facilities, and personnel to be able to handle properly the collection of garbage, refuse and ashes within the City and to provide for the disposition thereof in landfill facilities provided by the Contractor;

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

1. **ORDINANCE DESIGNATING CONTRACTOR.**

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

2. **TERM OF CONTRACT.**

1. The term of this Contract shall be for a five (5) year period, commencing September 1, 2013 and ending August 31, 2018, subject to provision of Section 18 and 19 hereof. Contractor and City may, by mutual agreement, extend the term of this Contract.
2. At the expiration of said five (5) year term, this Contract shall be considered to be automatically renewed for an additional five (5) year renewal term, unless either party shall notify the other party by Registered Mail, Return Receipt Requested, not less than sixty (60) days prior to the expiration of the then term of the Contract, notifying the other party that the party giving said notice does not desire to renew this Contract for said additional term.

3. **DEFINITIONS.**

Pursuant to 65 TLCS 5/11-19-2 of the Illinois Compiled Statutes, as amended, the words "garbage", "refuse", and "ashes" shall have the following meanings in this Contract:

1. **"Garbage"**. Wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage and sale of produce.
2. **"Refuse"**. Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding; non-combustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral waste; street rubbish, including, but not limited to, street sweepings, dirt, leaves, catch-basin dirt, contents of litter receptacles, but refuse does not mean earth and wastes from building operations, nor shall it include solid

wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler-house cinders, lumber, scraps and shavings.

3. "Ashes". Residue from fires used for cooking and for heating buildings.
4. "Excluded Items". The following are excluded from the definitions of "Garbage", "Refuse" and "Ashes": Oil of any kind; Paint, unless lid is removed so that paint is dry; Lead Paint; Batteries; Tires; Chemicals of any kind.

4. GENERAL DUTY OF CONTRACTOR.

The Contractor agrees with the City to handle the collection and disposition of garbage, refuse and ashes within the City in accordance with the terms and conditions of this Contract.

5. INDEPENDENT CONTRACTOR.

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

6. NON-ASSIGNMENT.

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

7. RESIDENTIAL SERVICE AND SCHEDULE.

Subject to the conditions and limitations set forth herein with respect to certain items of garbage and refuse, the Contractor agrees to provide regular weekly service for the collection of garbage, refuse and ashes to every residential dwelling within the City, pursuant to a weekly schedule approved by the City Council and made available to residential occupants by the City and the Contractor. In the event that the scheduled day for any pickup shall fall on one of the following legal holidays -- January 1st, Thanksgiving Day or Christmas Day -- all pickups, during the week of such holiday for the day of such holiday and for each succeeding day of said week, will be delayed one day. For purposes of this Contract, a dwelling for which a Bed and Breakfast License has been issued by the City and which shall five (5) or less guest rooms shall be deemed to be a residential dwelling, but shall be counted as two residential dwellings for purposes of the total number of residential dwellings as determined in accordance with Paragraph 9 hereof. Any such dwelling with more than five (5) guest rooms shall be deemed to be a commercial establishment and not subject to the terms of this Contract. Invoices for such charges shall be sent directly by the Contractor to each such customer, and the City shall have no involvement herewith.

8. SPECIFIC CONDITIONS RELATED TO RESIDENTIAL SERVICE.

With the exception of recyclable items, which may be disposed of as hereinafter provided, the Contractor shall collect all garbage, refuse and ashes from each residential dwelling on the scheduled weekly day in accordance with the following:

- a. *Size, Capacity, and Placement of Garbage Containers.* Garbage, refuse (with the exception of yard waste, the collection of which is hereinafter provided for), and ashes shall be placed by residents at the curb, or alley, for collection and, except for items too bulky to fit, shall be placed in regular standard residential garbage containers. Lids shall be kept on containers. Perishable, non-standard containers will not be emptied by the Contractor.
- i. Residents shall be limited to one 40-gallon capacity container per garbage pick up, not exceeding 40 pounds or one 40-pound garbage bag per pick up. Residents may purchase a tag for \$1.25 for occasional excess refuse. Each tag purchased shall permit an additional container not exceeding 40 gallons or an additional 40 pound bag per pickup. Not more than two tags may be used per pick up date. As an alternative to purchasing a tag, a resident may pay \$5.00 per month for weekly pickup of one additional garbage

container not exceeding 40 gallons or 40 pounds. The resident will receive a sticker to be affixed to the extra container.

- b. *Yard Waste.* Certain refuse is deemed to be yard waste, and shall be placed in garbage containers or biodegradable bags with a yard waste tags attached thereto. Trees, including Christmas trees, and branches and other large yard waste items that are too large to be placed in a container or a bag, shall be bundled and a yard waste tag shall be affixed thereto. Yard waste shall include grass clippings, weeds, shrubs and trees or parts thereof. The Contractor agrees to maintain a supply of such yard waste tags and make them available to the public at a price of \$2.00 each (or at such other price as may, from time-to-time, be approved by the City Council) through Tammy's Piggly Wiggly Grocery Store, Gasser Hardware and City Hall or at such other locations as may be agreed to by the City and the Contractor. Yard waste that is mixed with other garbage and is not placed in such separate containers or bags will not be collected by the Contractor.
- c. *Special Pickups.* Items such as bed springs, mattresses, overstuffed furniture and appliances shall be picked up by the Contractor at curbside and the residential customer shall make special pickup arrangements with the Contractor therefor. The Contractor shall be entitled to charge the residential customer a separate charge therefore. The Contractor shall not have the exclusive right to provide such services.
- d. *Missed Pickups.* In the case of a missed pickup called in by a resident, Contractor shall collect the materials from each such resident.
- e. *Number of Collection Units.* Contractor shall provide an adequate number of collection vehicles as described in Paragraph f of this Section, and such additional transportation vehicles as are necessary to perform its responsibilities under this Contract.
- f. *Type of Collection Units.* Contractor shall use collection units to perform its responsibilities and such additional vehicles required to access areas in the City inaccessible to the collection units. Collection units and other vehicle types shall be subject to the approval of the City.
- g. *Maintenance, Cleanliness and Identification of Collection Units.* The collection units must be licensed in the State of Illinois and shall operate in compliance with all applicable State, Federal and Municipal regulations. All vehicles must be manufactured and maintained to

conform to ANSI standards. All vehicles shall be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Contractor.

- h. *Safety Requirements.* Contractor shall comply with ANSI, OSHA, Industrial Commission and other Federal, State, IEPA and local laws and regulations applicable to the operation of collection vehicles. No vehicle shall be overloaded.
- i. *Employer Training.* Contractor shall use only properly trained employees. Contractor shall further certify that each employee assigned to drive a vehicle possesses a valid State CDL license and other licenses required by law or regulation.
- j. *Employee Appearance.* Contractor shall require employees to be courteous at all times, work quietly and not trespass or loiter. Clothing shall be neat and clean as practicable. Shirts shall be required at all times.
- k. *Number of Employees.* An adequate number of personnel shall be provided by the Contractor to perform its responsibilities under this Contract.
- l. *Standard of Performance.* All of Contractor's responsibilities under this Contract shall be performed to the satisfaction of the City.

9. **RECYCLING EFFORTS.**

- a. The City and the Contractor agree that it is in the best interest of the City, the Contractor and the general public for certain items of garbage and refuse to be recycled and to be disposed of so that recycling can occur.
- b. The City and the Contractor further acknowledge that any recycling program may impact on the quantity of garbage and refuse collected by the Contractor from residential units and disposed of by the Contractor. In the event that any recycling program is shown to reduce significantly the quantity of garbage and refuse collected and disposed of by the Contractor, and significantly reduce the operating costs of the Contractor, the City and the Contractor agree that this Contract may be renegotiated to adjust the fee paid to the Contractor to reflect fairly the cost savings to the Contractor resulting from the reduced quantity of garbage and refuse collected and disposed.

- c. Contractor shall file with the City written reports of Contractor's performance under this Contract as more particularly set forth in Exhibit "A", entitled "Reports and Records", attached and incorporated by this reference.

10. CHARGES FOR RESIDENTIAL SERVICE.

- a. With respect to residential service provided by the Contractor, the City agrees to pay to the Contractor the sum of \$7.80 per month for each residential dwelling unit to which the Contractor renders service pursuant to Paragraph 7 hereof. City and Contractor agree that as of the date hereof, there are 1,717 residential dwelling units receiving such service, and the monthly compensation paid shall be based on that number through the contract year ending September 1, 2014. Subsequent thereto, the number of residential dwelling units receiving such service shall be determined semi-annually on March 1st and September 1st of each year. The bill for each six-month interval shall be based on the number as so determined at the previous determination date. No further adjustments shall be made in such number for any such semi-annual contract year. The number of residential units shall be determined by the City and the Contractor, and shall be based upon the number of residential water meters and service or upon any other basis mutually agreed upon by the parties.
- b. One invoice per month will be submitted by the Contractor to the City not later than the 15th of the month following the month for which said invoice is rendered, and said invoice shall be paid by the City to the Contractor no later than the last day of the month during which said invoice shall be submitted.

11. ADJUSTMENT TO CAARGES FOR RESIDENTIAL SERVICE.

In addition to the adjustment to the charges for residential units served in accordance with Paragraph 10 hereof, at any time after September 1, 2014 the Contractor may request an adjustment to the \$7.80 per residential unit charge in accordance with one or both of the following criteria:

- a. The per residential unit charge may be increased for each contract year commencing with the contract year starting September 1, 2014. The increase, if any, shall be equal to the percentage increase of the Cost of Living Index as published by the U. S. Department of Labor, Bureau of Labor

Statistics as of July 31 of the current year from said Index from July 31 of the previous year. Said increase shall be effective as of the first of September of the calendar year immediately following the calculation. As an example, the increase to be effective on September 1, 2014 shall be determined by a comparison between the Index as of July 31, 2013 and the Index as of July 31, 2014;

- b. In addition to the potential increase provided for in subparagraph (a) hereof, the Contractor may be entitled to request an increase in the per residential unit charge, if the charge in the nature of a dumping fee that the Contractor pays to the upper Rock Island County Landfill or to any other disposal facility for each cubic yard of materials dumped in the landfill or other disposal facility increases beyond the present aggregate charge as of the effective date of this agreement.
- c. In the event that said dumping charge is increased, then Contractor may be entitled to request that eighty percent (80%) of said increase in dumping fees related to garbage and refuse picked up from residential dwellings in the City be added to the monthly invoice submitted to the City, and the City would then consider payment to the Contractor on a monthly basis, eighty percent (80%) of the increased charge incurred by the Contractor of dumping fees paid to the landfill or other disposal facility shall be evidence of the amount so paid by the Contractor.
- d. In the event that the Contractor makes a request for an adjustment in accordance with the foregoing, the City shall have sixty (60) days from the date of its receipt of said request to consider and act on said request. In the event that the City approves the adjustment based on said request, then the adjustment shall become effective upon said approval by the City. In the event that the City does not approve said request, it shall notify the Contractor of its failure of the City to agree to an adjustment or to terminate the Contract. In the event that the Contractor elects to terminate the Contract, it shall give the City written notice of its election to so terminate the Contract, which notice shall specify the effective date on which the Contract shall be terminated, which date shall be no sooner than ninety (90) days from the date that said written notice is given. In no event shall the effective date of said termination occur prior to September 1, 2014. In the event that the Contract is terminated, neither the City nor the Contractor shall have any further obligations under the Contract after the effective date of the termination.

12. COMMERCIAL INDUSTRIAL AND INSTITUTIONAL SERVICE.

The Contractor agrees with the City to provide collection and disposal of garbage, refuse and ashes for all commercial, industrial or institutional establishments within the City, unless such establishment makes said collection and disposition with its own employees or personnel or with another contractor. The Contractor shall not have the exclusive right to provide such services.

13. COLLECTION AND DISPOSAL OF OTHER REFUSE.

The Contractor agrees to provide a collection and disposal service to residential, industrial or commercial locations within the City for all other types of refuse material without limitation, including earth, rocks, concrete, rubble and refuse from the remodeling, construction and demolition of buildings, excavations and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. On request, the Contractor shall furnish estimates for the cost of removal of any such refuse materials. The service shall be provided in accordance with charges established by the Contractor. The Contractor shall not have the exclusive right to provide such services. Invoices for such charges shall be sent directly to the Contractor to each customer and the City shall have no involvement therewith.

14. FREE SERVICE TO CITY FACILITIES.

- a. During the term of this Contract, the Contractor agrees to furnish free collection and disposal service for garbage, refuse and ashes to all park facilities which are either owned or leased by the City. These collections will be made three times weekly on Monday, Wednesday and Friday. This service will continue from April 1 through November 30 of each year.
- b. The Contractor agrees to furnish free collection and disposal service to all buildings owned or leased to not-for-profit entities by the City. These collections shall be made two times weekly on Tuesday and Friday, and shall be made throughout the entire year. The Contractor agrees to furnish free collection and disposal service on each day, including Sunday, from April 15 through October 31 and daily from Monday through Saturday from November 1 through April 14 for garbage cans which are placed by the City throughout the area defined by the 1985 Tax Increment Finance (TIF) District.

15. INSURANCE.

The Contractor shall indemnify and hold the City harmless from any claims or losses that the City may incur relating to acts or omissions of the Contractor in carrying out its obligations under the terms of this Contract. The Contractor shall carry a comprehensive liability insurance policy insuring itself against liability related to the operations of the Contractor to be conducted pursuant to the terms of this Contract, with limits of not less than \$1,000,000 for each person and \$1,000,000 for property damage for each occurrence and an aggregate coverage of not less than \$1,000,000 with respect to each occurrence. This policy shall name the City as an additional insured and certificates of said insurance shall be submitted to the City. These certificates shall contain a provision that said coverage shall not be canceled or terminated unless fifteen (15) days prior notice has been given to the City by Certified Mail, Return Receipt Requested.

16. INDEMNIFICATION AND HOLD HARMLESS.

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

17. HANDLING OF COMPLAINTS.

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

18. TERMINATION.

- a. In the event Contractor defaults in the performance of any of the agreements or covenants to be kept, done or performed under the terms of this Contract, City shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice, Contractor shall:

- i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
- b. If the Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which the City may exercise singly or in combination;
 - i. The right to declare that this Contract together with all rights granted Contractor hereunder are terminated, effective upon such date as the City shall designate.
 - ii. The right to enter into an agreement with others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.

19. INSOLVENCY OF CONTRACTOR/TERMINATION OF CONTRACT.

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

20. LAW TO GOVERN.

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

21. CONTRACTOR'S REPRESENTATIONS.

Contractor represents that:

- a. Contractor is duly organized and existing in good standing under the laws of Illinois.
- b. Contractor has the power, authority and possesses all permits necessary and has the legal capacity to enter into and perform its obligations set forth in this

Contract, and the execution, delivery and performance hereof has been duly authorized.

- c. This Contract has been duly entered into and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

22. MANNER OF CONDUCTING BUSINESS.

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

23. FAILURE OF PERFORMANCE BY THE CONTRACTOR.

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

24. PERFORMANCE BOND.

The Contractor shall furnish a performance bond or other surety (hereinafter "bond") for the faithful performance of this Contract, said bond to be executed by a responsible surety company acceptable to the City, and to be in the penal sum equal to 1/6 the estimated amount of the Contract for the first year of this Contract, and for each year thereafter to be in the penal sum 1/6 of the total compensation paid by the City to the contractor for the last preceding year of this Contract. Said performance bond shall

he furnished annually by the Contractor for each year of the Contract, and shall indemnify the City against loss resulting from any failure of performance by the Contractor.

25. MAINTENANCE OF PERMITS.

Except as otherwise set forth herein, Contractor shall, at Contractor's sole expense, take all actions necessary to apply for, and shall take no actions which would adversely affect the retention of, all Permits in good standing.

26. COMPLIANCE WTTA LAWS, ORDINANCES AND REGULATIONS.

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

27. NOTICES.

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

CITY: City Administrator,
312 ½ North Main Street, Galena, Illinois 61036

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

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

EXHIBIT "A"

REPORTS AND RECORDS

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

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

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

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

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

28. **WAIVER.**

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

29. **AMENDMENT.**

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

30. **ENTIRETY.**

This Contract, contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date hereof.

MONTGOMERY TRUCKING, INC.

BY: 
President

ATTEST:


Vice President

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

BY: 
Terry Renner, Mayor

ATTEST:


Mary Beth Hyde, City Clerk

CURBSIDE RECYCLING SERVICE CONTRACT

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

RECITALS:

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

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

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

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

1. ORDINANCE DESIGNATING CONTRACTOR.

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

2. TERM OF CONTRACT.

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

3. INDEPENDENT CONTRACTOR.

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

4. NON-ASSIGNMENT.

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

5. AREAS OF SERVICE.

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

6. SCOPE OF SERVICE.

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

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

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

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

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

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

7. SCHEDULE OF PERFORMANCE.

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

8. CHARGES FOR RESIDENTIAL SERVICE

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

9. EXPANSION PROGRAM.

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

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

10. FREE SERVICE TO CITY FACILITIES.

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

11. INSURANCE.

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

12. INDEMNIFICATION AND HOLD HARMLESS.

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

13. HANDLING OF COMPLAINTS.

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

14. TERMINATION.

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

15. INSOLVENCY OF CONTRACTOR/TERMINATION OF CONTRACT.

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

16. LAW TO GOVERN.

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

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

17. CONTRACTOR'S REPRESENTATIONS.

Contractor represents that:

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

18. MANNER OF CONDUCTING BUSINESS.

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

19. FAILURE OF PERFORMANCE BY THE CONTRACTOR.

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

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

20. PERFORMANCE BOND.

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

21. MAINTENANCE OF PERMITS AND LICENSES.

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

22. COMPLIANCE WITH LAWS ORDINANCES AND REGULATIONS.

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

23. EXCLUSION OF WARRANTIES.

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

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

24. ADJUSTMENT TO CHARGE FOR CURBSIDE RECYCLING SERVICE.

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

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

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

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

25. NOTICES.

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

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

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

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

26. WAIVER.

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

27. AMENDMENT.

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

28. ENTIRETY.

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

CITY OF GALENA, a Municipal Corporation

BY: 
Terry Renner, Mayor

Attest to:


Mary Beth Hyde, City Clerk

MONTGOMERY TRUCKING, INC.

BY: 
President

Attest to:


Vice President

EXHIBIT "A"

REPORTS AND RECORDS

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

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

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

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

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

CITY OF GALENA, ILLINOIS

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



MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator 

DATE: August 9, 2018

RE: Dodge Street Watermain Extension

Charlie Fach has requested the City pay the difference between a service line and watermain extension in South Dodge Street to his new residence under construction. The project would extend the existing 6" watermain to the end of the blacktop street providing a water supply to adjacent lots if they are ever developed. A quote for the work, totaling \$4,450, is attached.

City Engineer, Andy Lewis, notes that it would not be typical for the City to pay for the trench backfill or street reinstatement since these items would be needed even if only a service line was being installed. Removing these two items would reduce the cost from \$4,450 to \$1,950.

We did not anticipate or budget for this project.

Please let me know if you have any questions. Thank you.

LOUIE'S TRENCHING SERVICE, INC.

9720 HIGHWAY 20 WEST, GALENA, ILLINOIS 61036

PHONE: 815-777-0865 FAX: 815-777-9158

AUGUST 2, 2018

CITY OF GALENA
101 GREEN STREET
GALENA, IL 61036

RE: FACH RES, DODGE STREET
WATERMAIN EXTENSION

180' OF 6" C900	= \$ 765.00
(1) 6" VALVE AND VALVE BOX	= \$ 770.00
(1) 4" TO 6" REDUCER SEB	= \$ 100.00
(1) 4" COUPLING MACRO	= \$ 215.00
1 CY CONCRETE	= \$ 100.00
150 TON TRENCH BACKFILL	= \$ 1,500.00
ASPHALT PATCH FOR STREET 500 SF	= \$ 1,000.00

TOTAL = \$ 4,450.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
ADDOCO INC (971)							
00077891	1	Invoice	PLAYGROUND MATTING	07/24/2018	480.00		17.52.517.02
Total ADDOCO INC (971):					480.00		
ALL STAR POWERWASH, INC. (120167)							
6614	1	Invoice	PARK IMPROVEMENTS/L	07/06/2018	4,960.00		17.52.820.06
Total ALL STAR POWERWASH, INC. (120167):					4,960.00		
ALL TRAFFIC SOLUTIONS (119313)							
SIN020772	1	Invoice	WARRANT/SPEED SIGN	07/18/2018	400.00		01.21.549.00
Total ALL TRAFFIC SOLUTIONS (119313):					400.00		
AMERICAN WATER ENTERPRISES (1005)							
VEOU-00002	1	Invoice	WATER CONTRACT	07/24/2018	26,621.28		51.42.515.00
VEOU-00002	2	Invoice	SEWER CONTRACT	07/24/2018	26,621.28		52.43.515.01
Total AMERICAN WATER ENTERPRISES (1005):					53,242.56		
AZAVAR AUDIT (120348)							
14696	1	Invoice	REV AUDIT FEES	08/01/2018	38.31		01.11.549.00
Total AZAVAR AUDIT (120348):					38.31		
BATTERY CENTER, THE (169)							
13928	1	Invoice	BATTERIES FOR TRUCK	07/24/2018	299.90		22.22.613.00
Total BATTERY CENTER, THE (169):					299.90		
BEACH, IRMA (120568)							
080918	1	Invoice	CREDIT BALANCE REFU	08/09/2018	37.60		98.115.0
Total BEACH, IRMA (120568):					37.60		
BEAUTIFUL RESTORATIONS (119727)							
071118	1	Invoice	PUMP ROOM CLEANING	07/11/2018	500.00		59.55.511.02
Total BEAUTIFUL RESTORATIONS (119727):					500.00		
BROSHOUS, STEPHANIE (120439)							
080918	1	Invoice	LIFEGUARD CERT/RECE	08/09/2018	825.00		59.55.563.00
Total BROSHOUS, STEPHANIE (120439):					825.00		
CIVIL MATERIALS (120397)							
112460	1	Invoice	MISC. MATERIALS	07/18/2018	193.98		01.41.614.04
112730	1	Invoice	COLD PATCH	07/31/2018	831.20		15.41.614.00
112731	1	Invoice	RIVER BANK	07/31/2018	1,557.58		20.25.515.00
Total CIVIL MATERIALS (120397):					2,582.76		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
COPYWORKS (874)							
119957	1	Invoice	DEPT. ENVELOPES	07/24/2018	79.62		01.21.554.00
Total COPYWORKS (874):					79.62		
CORE & MAIN LP (120473)							
J048365	1	Invoice	WATER METERS	07/16/2018	979.96		51.42.831.00
Total CORE & MAIN LP (120473):					979.96		
CURTIS BLUE LINE (120523)							
195473	1	Invoice	UNIFORMS/TONY	06/26/2018	521.84		01.21.471.15
199465	1	Invoice	UNIFORMS/KEITH	07/12/2018	377.23		01.21.471.15
CM11780	1	Invoice	CREDIT MEMO	07/18/2018	99.75-		01.21.471.15
CM11781	1	Invoice	CREDIT MEMO	07/18/2018	19.95-		01.21.471.15
Total CURTIS BLUE LINE (120523):					779.37		
DIAMOND VOGEL PAINTS (119461)							
227069235	1	Invoice	ST. MARKINGS	08/02/2018	152.10		01.41.514.01
Total DIAMOND VOGEL PAINTS (119461):					152.10		
DINGES FIRE COMPANY (120340)							
48011	1	Invoice	NEW EQUIPMENT	06/18/2018	17.97		22.22.840.00
48135	1	Invoice	NEW EQUIPMENT	06/25/2018	13.99		22.22.840.00
Total DINGES FIRE COMPANY (120340):					31.96		
DIXON, R.K. (1)							
1967531	1	Invoice	COPIES MADE	07/16/2018	180.71		01.13.579.00
Total DIXON, R.K. (1):					180.71		
DUBUQUE FIRE EQUIPMENT, INC. (631)							
135540	1	Invoice	EXTINGUISHER RECHAR	07/09/2018	20.60		22.22.652.00
Total DUBUQUE FIRE EQUIPMENT, INC. (631):					20.60		
ELITE PLUMBING (120136)							
6062	1	Invoice	SUPPLIES	07/18/2018	126.09		01.13.511.06
6064	1	Invoice	WASHINGTON PARK FO	07/18/2018	112.68		17.52.517.02
Total ELITE PLUMBING (120136):					238.77		
FARNER BOCKEN COMPANY (792)							
6628011	1	Invoice	CONCESSION SUPPLIES	07/19/2018	1,378.52		59.55.652.05
6640140	1	Invoice	CONCESSION SUPPLIES	07/26/2018	772.65		59.55.652.05
Total FARNER BOCKEN COMPANY (792):					2,151.17		
FARRUGGIA, CHERYL & CARMINE (120567)							
080918	1	Invoice	CREDIT BALANCE REFU	08/09/2018	71.90		98.115.0

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total FARRUGGIA, CHERYL & CARMINE (120567):					71.90		
FOLEY'S TIRE & AUTO SERVICE, INC. (119917)							
10089	1	Invoice	EQUIPMENT	07/13/2018	25.89		17.52.514.00
Total FOLEY'S TIRE & AUTO SERVICE, INC. (119917):					25.89		
GALENA ARC (850)							
081318	1	Invoice	HAHN COUNCIL SALARY	08/13/2018	100.00		01.11.432.00
Total GALENA ARC (850):					100.00		
GALENA CHRYSLER (82)							
70828	1	Invoice	SQUAD 2 MAINTENANCE	06/29/2018	71.28		01.21.513.06
70843	1	Invoice	SQUAD 3 REPAIRS	07/02/2018	160.39		01.21.513.06
71031	1	Invoice	SQUAD 1 MAINTENANCE	07/20/2018	36.81		01.21.513.06
71066	1	Invoice	SQUAD 4 MAINTENANCE	07/24/2018	377.75		01.21.513.06
Total GALENA CHRYSLER (82):					646.23		
GALENA GAZETTE (34)							
00062283	1	Invoice	PUBLIC HEARING NOTIC	07/12/2018	28.50		01.46.553.00
00062387	1	Invoice	PUBLIC NOTICE	07/20/2018	32.30		01.16.553.00
00062407	1	Invoice	PUBLIC NOTICE	07/23/2018	42.75		01.14.553.00
00062454	1	Invoice	STREET PAVING NOTICE	07/27/2018	59.85		01.14.553.00
Total GALENA GAZETTE (34):					163.40		
GALL'S, INC. (712)							
010253498	1	Invoice	BARRIER TAPE	07/05/2018	118.94		01.21.540.01
010320061	1	Invoice	UNIFORMS/DEVIN	07/16/2018	40.94		01.21.471.15
010320727	1	Invoice	UNIFORMS/Keith	07/16/2018	116.91		01.21.471.15
Total GALL'S, INC. (712):					276.79		
GASSER @ GALENA (24)							
080118	1	Invoice	MISC. SUPPLIES	08/01/2018	131.13		01.41.514.06
080118	2	Invoice	MISC. SUPPLIES	08/01/2018	106.38		01.41.652.00
080118	3	Invoice	MISC. SUPPLIES	08/01/2018	11.91		01.41.652.04
080118	4	Invoice	MISC. SUPPLIES	08/01/2018	79.15		01.41.653.00
080118	5	Invoice	MISC. SUPPLIES	08/01/2018	36.22		17.52.514.00
080118	6	Invoice	MISC. SUPPLIES	08/01/2018	159.66		17.52.652.00
080118	7	Invoice	MISC. SUPPLIES	08/01/2018	22.21		22.22.611.00
080118	8	Invoice	MISC. SUPPLIES	08/01/2018	21.29		22.22.652.00
080118	9	Invoice	MISC. SUPPLIES	08/01/2018	176.67		58.54.511.00
080118	10	Invoice	MISC. SUPPLIES	08/01/2018	5.89		59.55.651.00
080118	11	Invoice	MISC. SUPPLIES	08/01/2018	29.15		59.55.654.00
080118	12	Invoice	MISC. SUPPLIES	08/01/2018	19.96		59.55.656.00
Total GASSER @ GALENA (24):					799.62		
GLOBAL REACH INTERNET PROD. (119792)							
93247	1	Invoice	WEBSITE HOSTING FEE	06/01/2018	115.00		01.13.512.05

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
94011	1	Invoice	EXCHANGE	07/06/2018	204.00		51.42.929.00
Total GLOBAL REACH INTERNET PROD. (119792):					319.00		
GUARDIAN (120502)							
080118	1	Invoice	DENTAL/VISION INSURA	08/01/2018	1,767.19		01.13.451.01
Total GUARDIAN (120502):					1,767.19		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
GWO012968	1	Invoice	INT. DUMP	07/24/2018	27.48		01.41.613.06
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					27.48		
HALSTEAD, MARY L. (119966)							
081318	1	Invoice	CITY HALL JANITOR	08/13/2018	290.00		01.13.511.07
081318	2	Invoice	PUBLIC RESTROOMS AT	08/13/2018	270.00		01.13.511.08
081318	3	Invoice	PARKS RESTROOMS	08/13/2018	765.00		17.52.422.00
081318	4	Invoice	MARKET HOUSE RESTR	08/13/2018	258.50		01.13.511.06
Total HALSTEAD, MARY L. (119966):					1,583.50		
HEALTHCARE SERVICE CORPORATION (118931)							
080118	1	Invoice	HSA/FAMILY/EMPLOYEE	08/01/2018	6,963.73		01.218.0
080118	2	Invoice	PPO/BLUE CROSS BLUE	08/01/2018	132.42		01.218.0
080118	3	Invoice	HEALTH INSURANCE	08/01/2018	28,384.60		01.13.451.00
080118	4	Invoice	COBRA INSURANCE	08/01/2018	1,790.52		01.13.451.04
Total HEALTHCARE SERVICE CORPORATION (118931):					37,271.27		
HOLLAND HEATING, AIR COND (99)							
44857	1	Invoice	AIR CONDITIONING REP	07/26/2018	119.64		01.21.511.00
Total HOLLAND HEATING, AIR COND (99):					119.64		
HOSKINS BUILDING CENTER (119319)							
072518	1	Invoice	BIKE TRAIL KIOSK MATE	07/25/2018	1,024.78		17.52.815.03
Total HOSKINS BUILDING CENTER (119319):					1,024.78		
HULSCHER'S FENCING, INC. (164)							
8497	1	Invoice	FENCING/BIKE TRAIL	07/27/2018	5,582.00		17.52.815.03
Total HULSCHER'S FENCING, INC. (164):					5,582.00		
IIW ENGINEERS & SURVEYORS, PC (260)							
70820	1	Invoice	BIKE TRAIL CONSTRUCT	07/17/2018	1,503.50		17.52.815.03
70914	1	Invoice	PARK AVENUE PROJECT	07/30/2018	1,394.00		51.42.831.04
70914	2	Invoice	CONSULTING	07/30/2018	2,146.00		01.45.532.00
Total IIW ENGINEERS & SURVEYORS, PC (260):					5,043.50		
ILEAS (118922)							
070118	1	Invoice	2018 DUES	07/01/2018	60.00		01.21.561.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total ILEAS (118922):					60.00		
ILLINOIS DEPARTMENT OF CMS (CRF) (118967)							
T1839240	1	Invoice	MONTHLY CHARGE/IWIN	07/18/2018	221.35		01.21.542.00
Total ILLINOIS DEPARTMENT OF CMS (CRF) (118967):					221.35		
J & R SUPPLY INCORPORATED (951)							
1808244	1	Invoice	GEAR ST. WATERMAIN	08/06/2018	2,395.00		51.42.836.07
Total J & R SUPPLY INCORPORATED (951):					2,395.00		
JACKSON CONCRETE/EXCAVATION CO (489)							
072518	1	Invoice	CURB	07/25/2018	3,315.00		01.41.860.05
072518	2	Invoice	GRANT PARK/JACKSON	07/25/2018	4,325.00		17.52.870.04
072518	3	Invoice	GRANT PARK/JACKSON	07/25/2018	475.00		01.41.860.05
080118	1	Invoice	CURB REPLACEMENT	08/01/2018	994.00		01.41.860.05
080718	1	Invoice	SIDEWALK REPAIRS	08/07/2018	1,050.00		01.41.614.05
Total JACKSON CONCRETE/EXCAVATION CO (489):					10,159.00		
JDWI (235)							
43584	1	Invoice	FIRE/RUG SERVICE	07/31/2018	125.00		22.22.538.01
43584	2	Invoice	POLICE/RUG SERVICE	07/31/2018	30.00		01.21.651.00
43584	3	Invoice	TURNER HALL/RUG SER	07/31/2018	81.00		58.54.654.01
Total JDWI (235):					236.00		
JO CARROLL ENERGY, INC. (397)							
080118	1	Invoice	STREET LIGHTS/ELECTR	08/01/2018	5,091.35		15.41.572.00
080118	2	Invoice	LIFT STATION/ELECTRIC	08/01/2018	136.62		52.43.850.09
080118	3	Invoice	POLICE/ELECTRIC	08/01/2018	773.08		01.21.571.01
080118	4	Invoice	EMS/ELECTRIC	08/01/2018	128.51		12.10.571.01
080118	5	Invoice	PARKS/ELECTRIC	08/01/2018	87.55		17.52.571.01
080118	6	Invoice	FLOOD/ELECTRIC	08/01/2018	240.03		20.25.576.01
080118	7	Invoice	FIRE/ELECTRIC	08/01/2018	491.29		22.22.576.01
080118	8	Invoice	TURNER HALL/ELECTRIC	08/01/2018	1,335.35		58.54.571.01
080118	9	Invoice	WELCOME SIGNS/ELECT	08/01/2018	33.74		01.41.571.01
080118	10	Invoice	DEPOT/ELECTRIC	08/01/2018	97.47		01.13.511.03
Total JO CARROLL ENERGY, INC. (397):					8,414.99		
JO DAVIESS CTY GIS DEPT (330)							
005786	1	Invoice	VACATION RENTAL	06/22/2018	25.00		01.16.553.00
Total JO DAVIESS CTY GIS DEPT (330):					25.00		
JO DAVIESS CTY HEALTH DEPT (121)							
073018	1	Invoice	B&B INSPECTIONS	07/30/2018	50.00		01.16.546.00
073118	1	Invoice	VACATION RENTAL INSP	07/31/2018	50.00		01.16.546.00
Total JO DAVIESS CTY HEALTH DEPT (121):					100.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
JO DAVIESS CTY SHERIFF (116)							
080118	1	Invoice	CITY SHARE OF OFFICE	08/01/2018	200.12		01.21.538.00
080118	2	Invoice	RADIO SERVICE	08/01/2018	100.00		22.22.538.00
80118	1	Invoice	RECRUITING EXPENSE	08/01/2018	228.77		01.21.549.00
Total JO DAVIESS CTY SHERIFF (116):					528.89		
JOHN DEERE FINANCIAL (119690)							
071518	1	Invoice	clothing	07/15/2018	63.98		01.41.579.02
071518	2	Invoice	EQUIPMENT MAINTENAN	07/15/2018	259.00		17.52.514.00
Total JOHN DEERE FINANCIAL (119690):					322.98		
KING, ANDREW (120566)							
080918	1	Invoice	TICKET REFUND/INCORR	08/09/2018	150.00		01.11.912.00
Total KING, ANDREW (120566):					150.00		
LAWSON PRODUCTS, INC. (627)							
9305974600	1	Invoice	SUPPLIES	07/17/2018	153.01		01.41.652.00
9306009696	1	Invoice	TOOLS	07/31/2018	144.88		01.41.653.00
Total LAWSON PRODUCTS, INC. (627):					297.89		
LEXISNEXIS RISK SOLUTIONS (376)							
1343164-201	1	Invoice	INVESTIGATION PROGR	07/31/2018	34.00		01.21.652.03
Total LEXISNEXIS RISK SOLUTIONS (376):					34.00		
LIME ROCK SPRINGS CO (PEPSI) (663)							
20149853	1	Invoice	POP	07/19/2018	221.12		59.55.652.05
20151556	1	Invoice	POP	08/02/2018	196.24		59.55.652.05
Total LIME ROCK SPRINGS CO (PEPSI) (663):					417.36		
LIPTAK DIGITAL SERVICES (120564)							
080118	1	Invoice	COMPUTER BACKUP SE	08/01/2018	279.00		01.13.512.04
Total LIPTAK DIGITAL SERVICES (120564):					279.00		
MANER, WILLIAM (120563)							
080918	1	Invoice	PARKING TICKET REFUN	08/09/2018	15.00		01.11.912.00
Total MANER, WILLIAM (120563):					15.00		
MCCLAMMY, KRISTEN (120569)							
080918	1	Invoice	TICKET REFUND/INCORR	08/09/2018	196.00		01.11.912.00
Total MCCLAMMY, KRISTEN (120569):					196.00		
MELLSKOG, J. WESLEY (120571)							
080918	1	Invoice	LESSONS REFUND	08/09/2018	60.00		59.55.929.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total MELLSKOG, J. WESLEY (120571):					60.00		
MIDWEST BUSINESS PRODUCTS (38)							
23033927	1	Invoice	COPIES	07/19/2018	1,145.46		01.13.579.00
3001351-RE	1	Invoice	POOL LADDER BUMPER	05/22/2018	213.39		59.55.511.02
Total MIDWEST BUSINESS PRODUCTS (38):					1,358.85		
MIDWEST POOLS & SPAS, INC. (119982)							
3001348-RE	1	Invoice	PAINT & EQUIPMENT	05/16/2018	2,541.80		59.55.511.02
3001348-RE	2	Invoice	CHEMICALS	05/16/2018	3,807.99		59.55.656.00
3001351-RE	1	Invoice	POOL LADDER BUMPER	07/24/2018	213.39		59.55.511.02
Total MIDWEST POOLS & SPAS, INC. (119982):					6,563.18		
MNS CONSTRUCTION, INC. (118877)							
080818	1	Invoice	SSD CHEDLAIN & HIGHW	08/08/2018	2,920.92		52.43.850.11
Total MNS CONSTRUCTION, INC. (118877):					2,920.92		
MONTGOMERY TRUCKING (133)							
177177	1	Invoice	REFUSE HANDLING CON	08/01/2018	13,589.80		13.44.540.04
177177	2	Invoice	RECYCLING CONTRACT	08/01/2018	4,700.70		13.44.540.00
177177	3	Invoice	DUMPSTER RENT	08/01/2018	60.00		13.44.544.03
177177	4	Invoice	DUMPSTER DISPOSAL F	08/01/2018	168.00		01.41.573.00
Total MONTGOMERY TRUCKING (133):					18,518.50		
NAPA AUTO PARTS (79)							
080118	1	Invoice	CITY PICKUP REPAIRS	08/01/2018	229.48		01.41.613.12
080118	2	Invoice	EQUIPMENT	08/01/2018	97.24		17.52.514.00
080118	3	Invoice	MISC. SUPPLIES	08/01/2018	80.63		17.52.652.00
Total NAPA AUTO PARTS (79):					407.35		
NICOR (151)							
080118	1	Invoice	DEPOT BUILDING	08/01/2018	6.75		01.13.511.03
080118	2	Invoice	POOL-GAS	08/01/2018	636.16		59.55.571.02
Total NICOR (151):					642.91		
NICOR (F) (118924)							
080118	1	Invoice	POLICE-GAS	08/01/2018	86.48		01.21.571.05
080118	2	Invoice	PUBLIC WORKS-GAS	08/01/2018	97.90		01.41.571.05
080118	3	Invoice	FIRE DEPARTMENT-GAS	08/01/2018	104.97		22.22.571.05
080118	4	Invoice	TURNER HALL-GAS	08/01/2018	103.30		58.54.571.05
Total NICOR (F) (118924):					392.65		
ORKIN PEST CONTROL (574)							
080118	1	Invoice	PEST CONTROL SERVIC	08/01/2018	199.16		01.13.511.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total ORKIN PEST CONTROL (574):					199.16		
PERFECTION LAWN CARE (119990)							
3394	1	Invoice	GRANT PARK FOUNTAIN	07/27/2018	150.00		17.52.870.04
Total PERFECTION LAWN CARE (119990):					150.00		
PETTY CASH/POLICE DEPT. (163)							
080718	1	Invoice	POSTAGE	08/07/2018	19.65		01.21.551.00
Total PETTY CASH/POLICE DEPT. (163):					19.65		
POSITIVE PROMOTIONS, INC. (119984)							
06076086	1	Invoice	KIDS EXPO ITEMS	07/25/2018	375.57		01.21.549.00
Total POSITIVE PROMOTIONS, INC. (119984):					375.57		
QUILL CORP. (686)							
8858275	1	Invoice	OFFICE SUPPLIES/POLIC	07/26/2018	191.96		01.21.651.00
Total QUILL CORP. (686):					191.96		
RUNDE AUTO GROUP (120009)							
416029	1	Invoice	2011 1 TON	07/20/2018	100.00		01.41.613.04
Total RUNDE AUTO GROUP (120009):					100.00		
SECURITY PRODUCTS OF DUBUQUE (119890)							
0464498	1	Invoice	ALARM MONITORING	07/30/2018	27.00		01.13.552.00
Total SECURITY PRODUCTS OF DUBUQUE (119890):					27.00		
SHERWIN-WILLIAMS CO (331)							
9439-5	1	Invoice	TRAFFIC MARKING	07/18/2018	91.20		01.41.514.01
Total SHERWIN-WILLIAMS CO (331):					91.20		
SIGNCRAFT SCREENPRINT, INC. (555)							
533057	1	Invoice	BIKIE TRAIL SIGN	08/07/2018	79.00		17.52.815.03
Total SIGNCRAFT SCREENPRINT, INC. (555):					79.00		
STEEL MART (567)							
410749	1	Invoice	SIGNS	08/01/2018	60.47		01.41.652.04
Total STEEL MART (567):					60.47		
STEPHENSON SERVICE CO. (119230)							
080118	1	Invoice	FUEL	08/01/2018	1,298.38		01.41.655.00
Total STEPHENSON SERVICE CO. (119230):					1,298.38		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
T & T ELECTRONICS (120055)							
2328	1	Invoice	TV RECYCLING	07/30/2018	500.00		13.44.929.00
Total T & T ELECTRONICS (120055):					500.00		
TASHNER, MANDI (120572)							
080918	1	Invoice	LESSONS REFUND	08/09/2018	30.00		59.55.929.00
Total TASHNER, MANDI (120572):					30.00		
TAYLOR, HEATHER (120565)							
080918	1	Invoice	DAMAGE DEPOSIT REFU	08/09/2018	200.00		58.54.929.00
Total TAYLOR, HEATHER (120565):					200.00		
THOMPSON TRUCK & TRAILER (120307)							
R201025663	1	Invoice	2011 INT. DUMP TRUCK	05/30/2018	721.01		01.41.613.06
Total THOMPSON TRUCK & TRAILER (120307):					721.01		
TOP NOTCH PLUMBING, HEATING (625)							
114701	1	Invoice	AIR EXCHANGER TIMER	06/08/2018	475.00		01.13.511.01
Total TOP NOTCH PLUMBING, HEATING (625):					475.00		
TRI-STATE PORTA POTTY, INC. (908)							
4401	1	Invoice	TRAINING CENTER POR	07/16/2018	95.00		22.22.652.00
4417	1	Invoice	PORTA POTTY RENTAL	07/16/2018	215.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					310.00		
TURNER, JACKIE (120570)							
080918	1	Invoice	PARK CANCELLATION	08/09/2018	100.00		17.52.929.00
Total TURNER, JACKIE (120570):					100.00		
US CELLULAR (92)							
080118	1	Invoice	PUBLIC WORKS/CELL PH	08/01/2018	51.57		01.41.552.00
080118	2	Invoice	ADMIN/CELL PHONE	08/01/2018	45.97		01.11.552.00
080118	3	Invoice	MORAN/CELL PHONE	08/01/2018	19.00		01.261.0
080118	4	Invoice	POLICE/CELL PHONES	08/01/2018	40.37		01.21.552.01
080118	5	Invoice	POLICE/CELL PHONES	08/01/2018	45.97		01.21.552.01
080118	6	Invoice	TONY/CELL PHONE	08/01/2018	43.59		01.261.0
Total US CELLULAR (92):					246.47		
US POSTAL SERVICE (1076)							
080118	1	Invoice	PO BOX RENT	08/01/2018	194.00		01.13.551.00
080918	1	Invoice	PERMIT 82 ACCOUNT PO	08/09/2018	500.00		51.42.551.00
080918	2	Invoice	PERMIT 82 ACCOUNT PO	08/09/2018	250.00		52.43.551.00
080918	3	Invoice	PERMIT 82 ACCOUNT PO	08/09/2018	750.00		13.44.551.00
Total US POSTAL SERVICE (1076):					1,694.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
VALLEY PERENNIALS (118994)							
080218	1	Invoice	FUNERAL PLANT	08/02/2018	40.00		01.21.549.00
Total VALLEY PERENNIALS (118994):					40.00		
VERIZON WIRELESS (316)							
080118	1	Invoice	PAY & DISPLAY	08/01/2018	75.31		53.48.555.00
Total VERIZON WIRELESS (316):					75.31		
WALTMAN, DENNIS & LESLIE (120573)							
080918	1	Invoice	SEWER DAMAGES	08/09/2018	2,415.65		52.43.515.01
Total WALTMAN, DENNIS & LESLIE (120573):					2,415.65		
WEBER PAPER COMPANY (40)							
D048308	1	Invoice	CLEANING SUPPLIES	04/05/2018	132.27		01.21.654.00
D054193A	1	Invoice	PUMP FOR SANITIZER @	07/11/2018	3.11		59.55.654.00
D054694	1	Invoice	SUPPLIES	07/18/2018	45.44		59.55.654.00
D054696	1	Invoice	RESTROOM SUPPLIES	07/18/2018	228.56		01.13.654.00
D054697	1	Invoice	SUPPLIES	07/18/2018	230.36		01.13.654.01
Total WEBER PAPER COMPANY (40):					639.74		
WHITE CONSTRUCTION CO., INC. (119359)							
080118	1	Invoice	PUBLIC WORKS JANITO	08/01/2018	110.00		01.41.511.01
Total WHITE CONSTRUCTION CO., INC. (119359):					110.00		
WHITE'S LAWN CARE (119092)							
10572	1	Invoice	TREE/BRUSH	08/01/2018	2,200.00		01.41.517.02
Total WHITE'S LAWN CARE (119092):					2,200.00		
WHKS & CO. (119367)							
37856	1	Invoice	GEAR ST. ENGINEERING	07/18/2018	15,825.13		15.41.850.00
Total WHKS & CO. (119367):					15,825.13		
WITMER PUBLIC SAFETY GROUP, INC. (120423)							
E1724612	1	Invoice	CARABINERS	05/22/2018	88.59		22.22.840.00
E1728520	1	Invoice	MISC. GEAR	06/05/2018	513.61		22.22.840.00
EM1742495	1	Invoice	GLOVES	07/17/2018	315.86		22.22.840.00
Total WITMER PUBLIC SAFETY GROUP, INC. (120423):					918.06		
YETT, ANTHONY (119270)							
080518	1	Invoice	TRAVEL REIMBURSEME	08/05/2018	349.00		01.21.562.00
Total YETT, ANTHONY (119270):					349.00		
YOUNG, BRANDON & HANNAH (120562)							
080818	1	Invoice	DAMAGE DEPOSIT REFU	08/08/2018	200.00		58.54.929.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total YOUNG, BRANDON & HANNAH (120562):					200.00		
ZARNOTH BRUSH WORKS INC. (212)							
0171023	1	Invoice	SWEEPER	07/11/2018	274.00		01.41.613.11
Total ZARNOTH BRUSH WORKS INC. (212):					274.00		
Grand Totals:					<u>207,435.16</u>		

Report GL Period Summary

Vendor number hash: 7345938
 Vendor number hash - split: 8669059
 Total number of invoices: 125
 Total number of transactions: 176

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	207,435.16	207,435.16
Grand Totals:	<u>207,435.16</u>	<u>207,435.16</u>