



# City of Galena, Illinois

## AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JANUARY 22, 2018

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

ITEM	DESCRIPTION
18C-0017.	Call to Order by Presiding Officer
18C-0018.	Roll Call
18C-0019.	Establishment of Quorum
18C-0020.	Pledge of Allegiance
18C-0021.	Reports of Standing Committees
18C-0022.	Citizens Comments <ul style="list-style-type: none"> <li>• Not to exceed 15 minutes as an agenda item</li> <li>• Not more than 3 minutes per speaker</li> <li>• No testimony on zoning items where a public hearing has been conducted</li> </ul>

## LIQUOR COMMISSION

ITEM	DESCRIPTION	PAGE
18C-0023.	Discussion and Possible Action on an Application by SCI Lodging LLC, DBA Stoney Creek Inn, 940 Galena Square Drive, to Change the Corporation Liquor License Manager to Carole L. Shutts	4-6

## PUBLIC HEARINGS

None

## CONSENT AGENDA CA18-02

ITEM	DESCRIPTION	PAGE
18C-0024.	Approval of the Minutes of the Regular City Council Meeting of January 8, 2018	7-9
18C-0025.	Acceptance of November 2017 Financial Report	

ITEM	DESCRIPTION	PAGE
18C-0026.	Approval of the Second Annual Shamrock Shimmy Fun Run, 8:00 A.M. to 9:30 A.M., March 17, 2018	13
18C-0027.	Approval of Memorandum of Understanding with the Illinois Fraternal Order of the Police Amending the May 1, 2016 Collective Bargaining Contract to Comply with the Police and Community Relations Improvement Act as it Relates to Drug and Alcohol Testing of Officers Involved in Shootings	14-23
18C-0028.	Approval of Change Order for Depot Renovation for Cabinets and Countertops	24
18C-0029.	Approval of October 27, 2018 Half Marathon and 8k Race on the Galena River Trail	25
18C-0030.	Budget Amendment BA18-12 for Equipment Replacement at the Wastewater Plant	26-28

**UNFINISHED BUSINESS**

ITEM	DESCRIPTION	PAGE
17C-0513.	Discussion and Possible Action on First Amendment to Lease of Waterworks Building	29-40

**NEW BUSINESS**

ITEM	DESCRIPTION	PAGE
18C-0031.	Discussion and Possible Action on Kayak/Canoe Storage Program	41-44
18C-0032.	Discussion and Possible Action on a Request by Galena Cellars Winery for an Amendment to the Class H Liquor License to Permit the Sale of Beer for On Premises Consumption	45
18C-0033.	Discussion and Possible Action on a Contract for the Gear Street Reconstruction Project	46-48
18C-0034.	Discussion and Possible Action on a Request by the Special Olympics of Illinois to Conduct a Fireworks Display in Grant Park During the Open Ceremonies of the Winter Games on February 6, 2018 at 5:30 P.M.	
18C-0035.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena for the 2010 Sewer Bonds	49-52

ITEM	DESCRIPTION	PAGE
18C-0036.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena for the 2012A Sewer Bonds	53-55
18C-0037.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena for the 2012B Sewer Bonds	56-58
18C-0038.	First Reading of an Ordinance Abating Certain Taxes Heretofore Levied by the City of Galena for the Palace Campground	59-62
18C-0039.	Discussion and Possible Action on 2018 Pool Schedule, Fees, and Wages	63-65
18C-0040.	Warrants	66-72
18C-0041.	Alderspersons' Comments	
18C-0042.	City Administrator's Report	
18C-0043.	Mayor's Report	
	Motion for Executive Session Including: <ul style="list-style-type: none"> <li>• Section 2 (c) (6) – Sale or lease of public property.</li> <li>• Section 2 (c) (11) – Pending, probable or imminent litigation.</li> <li>• Section 2 (c) (21) Review of Executive Session Minutes</li> </ul>	
18C-0044.	Adjournment	

**CALENDAR INFORMATION**

BOARD/COMMITTEE	DATE	TIME	PLACE
Grant Park Committee	Fri. January 19	10:30 A.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. February 1	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. February 12	6:30 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. February 14	6:30 P.M.	City Hall, 101 Green Street
City Council Budget Work Session #1	Mon. March 19	5:00 P.M.	City Hall, 101 Green Street

Please view the full City of Galena Calendar at [www.cityofgalena.org](http://www.cityofgalena.org)

Posted: Thursday, January 18, 2018 at 3:30 p.m. Posted By:



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

**Chief of Police**  
Lori Huntington

(815) 777-2131  
FAX (815) 777-4736

DATE: January 10, 2018

TO: Honorable Mayor Terry Renner & City Alderpersons

FROM: Chief Lori Huntington *LH*

RE: Liquor License Corporation Manager License –  
Carole L. Shutts for SCI Lodging LLC, DBA  
Stoney Creek Inn, 940 Galena Square Drive,  
Galena, IL.

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

# CITY OF GALENA, ILLINOIS



## Application for Manager Liquor License

**Application Fee:** \$50.00

**Background Check Fee:** \$75.00 per Background Check – All managers must be fingerprinted by the Jo Daviess County Sheriff's Department or the local Sheriff's Department in the area in which the officer or director resides.

Background checks are completed by the State of Illinois Police. This process can take up to eight (2) weeks to complete. Once the results of the background checks are received from the State of Illinois Police, the Liquor License Corporation manager Application is then placed on the next available City Council agenda for approval/denial. Payment can be made by check, cash, money order, or credit card. All background check fees must be paid at the time the application is returned to City Hall.

**Please note:** The manager must reside within a 30 mile radius of Galena in order to qualify for a license.

Name: Carole Shotts Date of Birth: 5/16/64  
Address: 2392 W. Cross Rd Galena IL 61036  
City State Zip

Driver License #

**List of places of residences in the past ten (10) years (use back if needed):**

- 7960 W. Council Hill Rd, Galena, IL 61036
- 3773 NW Miner Rd, Galena, IL 61036
- \_\_\_\_\_

**List all arrests and dispositions (use back if needed):**

- Carole.shotts@
- stoneycreekhotels.com
- \_\_\_\_\_

Class of liquor license you will be managing: Class D

Location of premises you will be managing: 940 Galena Square, Galena IL

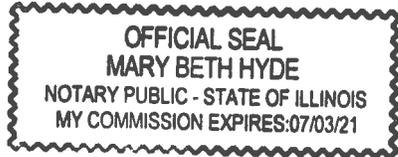
Name of Establishment (as it appears on the liquor license): GCI Lodging LLC

I have never been convicted of a felony or any misdemeanor opposed to decency and morality. I am not disqualified to receive a license by any reason of matter or thing contained in the Galena Municipal Code of the Illinois Liquor Control Act. I will not violate any of the laws of the State of Illinois or of the Unity States in the conduct of managing this place of business. The undersigned further states that he/she is a person of good moral character and the he/she agrees not to violate any of the Ordinances of the City of Galena, any laws of the United States, or of the State of Illinois. The undersigned further states that in the event any statement contained in this application is not true that any approval of management may be immediately suspended and revoked.

I, Carole Shotts, being duly sworn on oath, state that the facts set forth in the above application are true and correct.

Carole Shotts 12/27/17  
Applicant's Signature Date

Mary Beth Hyde 1228.17 7/3/21  
Notary's Signature Date Commission Expiration



**MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 08 JANUARY 2018**

**18C-0001 – CALL TO ORDER**

Mayor Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 101 Green Street on 08 January 2018.

**18C-0002 – ROLL CALL**

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

**18C-0003 – ESTABLISHMENT OF QUORUM**

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

**18C-0004– PLEDGE OF ALLEGIANCE**

The Pledge was recited.

**18C-0005 - REPORTS OF STANDING COMMITTEE**

**Turner Hall Committee** – Next meeting February 1, 2018, 8:30 a.m. at Turner Hall. The floor has been patched and is being refinished. Everything is on schedule.

**18C-0006 – PUBLIC COMMENT**

None.

**PUBLIC HEARING**

**Motion:** Lincoln moved, seconded by Kieffer, to open the public hearing on the proposed Community Development Block Grant for Downtown Streetscape Improvements.

**Discussion:** None.

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

The motion carried.

**18C-0007 – PUBLIC HEARING ON PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT FOR DOWNTOWN STREETScape IMPROVEMENTS**

**Testimony:** Sharon Pepin, 118 S. Main Street, Stockton, Community Funding and Planning Services, summarized the project (Attachment A).

**Motion:** Fach moved, seconded by Hahn, to close the public hearing on the proposed Community Development Block Grant for Downtown Streetscape Improvements.

**Discussion:** None.

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

The motion carried.

**CONSENT AGENDA CA18-01**

**18C-0008 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 26, 2017**

**18C-0009 – APPROVAL OF A REQUEST BY MIDWEST HEALTH AND FITNESS TO CONDUCT THE 6<sup>TH</sup> ANNUAL SPRING INTO SPRING 5K/10K RACE APRIL 7, 2018**

**18C-0010 – APPROVAL OF BA18-11 FOR EMERGENCY FURNACE REPLACEMENT AT TREATMENT PLANT AND DEPOT RENOVATION**

**Motion:** Kieffer moved, seconded by Hahn, to approve Consent Agenda, CA18-01.

**Discussion:** None.

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

The motion carried.

**NEW BUSINESS**

**18C-0011 – DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION OF SUPPORT FOR COMMUNITY BLOCK GRANT APPLICATION FOR DOWNTOWN STREETScape IMPROVEMENTS**

**Motion:** Hahn moved, seconded by Bernstein, to approve a Resolution of Support for the Community Block Grant Application for Downtown Streetscape Improvements.

**Discussion:** None.

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

The motion carried.

**18C-0012 – WARRANTS**

**Motion:** Kieffer moved, seconded by Hahn, to approve the Warrants as presented, 18C-0012.

**Discussion:** Kieffer questioned the payment to Shirley Johnson for postage for Pariser FOIA. Moran advised this was for postage to send the City's response to the Attorney General's office.

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

The motion carried.

**18C-0013 – ALDERPERSONS' COMMENTS**

**Sidewalks** – Kieffer is glad we might get some money for sidewalk improvements. He has received complaints about the bricks being slippery.

**Thank you** – Bernstein thanked the Public Works Department for the snow removal.

**Deer** – Westemeier stated a lot of people are asking what is being done with the deer problem. He questioned if we are going to do a count. He is concerned the next season will be over and nothing has been done.

**Utility Companies** – Lincoln questioned if the City knows when utility companies are doing work in town and why. He noted he has seen workers in town using their own vehicles with no name on it. He questioned if there was anything the City could do to have a better idea of who is doing what to our infrastructure.

**18C-0014 – CITY ADMINISTRATOR’S REPORT**

**Depot** – Work on the Depot is going well and should be completed by May 1.

**Tax Abatement Ordinances** – The Tax Abatement Ordinances will be on the next agenda.

**18C-0015 – MAYOR’S REPORT**

Mayor Renner thanked Public Works and American Water for repairing the water break on Franklin Street and Public Works for the fine job snow plowing.

**18C-0016 - ADJOURNMENT**

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

**Discussion:** None.

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

The motion carried.

The meeting adjourned at 6:45 p.m.

Respectfully submitted,



Mary Beth Hyde  
City Clerk

**Attachment A****PUBLIC HEARING NOTES – CITY OF GALENA  
MONDAY – JANUARY 8, 2018 – 6:30 P.M.***Purpose of Public Hearing -*

The City of Galena is holding a Public Hearing to obtain citizens' views on the submission of a Community Development Block Grant (CDBG) application from the Illinois Department of Commerce & Economic Opportunity (DCEO) for downtown sidewalk and lighting improvements. This public hearing is a requirement of the grant program, and is the first of two Citizen Participation Public Hearings. Specific program and project information is discussed below.

*Range of Activities Funded Through These Grant Programs -*

The Community Development Block Grant (CDBG) Program is funded by Title I of the Federal Housing & Community Development Act of 1974, as amended. Administered nationally through the US Department of Housing and Urban Development (HUD), the Act combined eight existing categorical programs into a single block grant program. Through this program, funds are available to assist Illinois communities meet their greatest economic and community development needs, with an emphasis upon helping persons of low-to-moderate income.

To ensure the State's CDBG program meets the intent of the Federal Housing & Community Development Act, Congress has required the program meet at least one of the following three national objectives: benefiting low-to-moderate income persons; aiding in the prevention or elimination of slums and blight; or meeting other community development needs that pose a serious and immediate threat to the health and welfare of the community.

To complement these federally-mandated objectives, DCEO has established the following specific objectives for the CDBG program: Strengthening community economic development through the creation of jobs, stimulation of private investment and strengthening the tax base; Improvement of public infrastructure and elimination of conditions which are detrimental to health, safety and public welfare; and, Conservation and expansion of the state's housing stock in order to provide a decent home and a suitable living environment for persons of low-to-moderate income and the developmentally disabled.

Additionally, in order to clear the 2013 HUD Monitoring Finding concerning Revolving Loan Funds (RLF), DCEO has determined the appropriate course of action was to close the RLF program, and to work with communities who have RLFs to provide flexibility in liquidating the remaining funds. For communities with RLF funds, they will have non-competitive access to grants for up to two projects totaling the amount of their RLF closeout account. Such projects must benefit at least one of the three national objectives.

*Amount of Funds Available -*

Each year, the Illinois Department of Commerce & Economic Opportunity establishes funds for each of their CDBG program categories. This year, the state's allocation is estimated at \$26,585,660. A breakdown of each program category's funding allotment is as follows: Economic Development - \$2,000,000, maximum grant amount is \$1,000,000; Disaster Relief - \$2,000,000, maximum grant amount is \$500,000; Public Infrastructure - \$14,388,910, maximum grant amount is \$500,000; Housing Rehabilitation - \$6,500,000, maximum grant amount is

\$500,000; HUD regulations provide that three percent (3%) of the allocation plus \$100,000 can be used for administration and technical assistance.

Communities with RLF funds will receive the full balance of the locally-held RLF fund as indicated on the community's final RLF report. In addition to the standard DCEO CDBG programs, a RLF closeout account can be used for the following special purposes: Street Improvements, including street drains, storm drains, curb and gutter work, installation of street lights or signs; Sidewalk improvements, including installation of trash receptacles, trees, benches or lighting as part of a streetscape project; and Rehabilitation of publicly or privately owned commercial/industrial improvements to the exterior of a commercial building or to the correction of code violations.

*Proposed Benefit To Low-and-Moderate Income Persons -*

Per HUD's Community Planning & Development (CPD) 2014 Low-to-Moderate Income Summary Data (LMISD), the City's downtown district is located within Block Group 3 Census Tract 203 for which there is a 60% low-to-moderate income (LMI) benefit. Galena's proposed downtown improvements project is located within Census Tract 203, and will provide a 60% LMI benefit. This meets the one national objective of benefiting more than 51% LMI households.

*Plans For Minimizing Displacement -*

No displacement is anticipated as a result of this project.

*Detailed Prioritized List of Community Development Needs –*

**Per the City of Galena's FY2018-2022 Capital Improvement Plan, below is a listing of some of the public works, community and economic development projects that were identified:**

- **Downtown sidewalk and crosswalk improvements**
- **Water System Improvements**
- **Sewer System Improvements**
- **Construction of Galena River Trail – Phase 3 to Aiken**
- **Street Improvements**
- **Bridge replacement projects**
- **Wayfinding Signage project**
- **Turner Hall Improvements**

The City has completed and is working on many of the projects identified in their capital plan, and is looking to complete downtown sidewalk and lighting improvements with their RLF funds. Galena had a Community Development Revolving Loan Fund and an Economic Development Revolving Loan Fund; both were established in 1983 and were recently closed on December 31, 2017. Although the City's RLFs have been inactive since 2010, Galena did issue 15 loans recapturing the principal and interest on these loans, since the RLFs were established.

The City of Galena's proposed downtown sidewalk and lighting improvements project entails the replacement of roughly 2,600 lf of deteriorated sidewalk and crosswalk areas, along with the replacement of the light fixtures. A study was completed in 2015 that evaluated the condition of the existing sidewalk in the downtown area and quantified the level of deficiency to allow the City to more accurately prioritize maintenance, rehabilitation and in some cases, replacement of the sidewalk. The downtown sidewalks were constructed over a 5-year period starting in 2001. And based upon the study, it appears that the concrete sidewalk has deteriorated prematurely, and this deterioration appears to be accelerating, even with routine maintenance performed by

the City. Galena welcomes many thousands of visitors and residents to the downtown district each year and the cosmetic and potential hazards posed to pedestrians traversing the sidewalk requires action by the City. The study highlighted and prioritized the sidewalk areas needing replacement, and the City plans to complete as much work as possible with its RLF funds.

The proposed project is estimated to cost roughly \$375,000, and the City is applying to DCEO for a CDBG RLF grant in the amount \$375,000, which represents 100% of the City's RLF funds. Project activities undertaken with the CDBG RLF funds entails construction only. The amount of CDBG funds proposed to be used for construction that will benefit low-to-moderate income persons is roughly \$225,000.

The public may access Galena's Community Development Block Grant application by contacting the City Clerk at 815-777-1050 to arrange a time. A complete copy of the grant application will be available at City Hall after January 15, 2018.

Questions / Comments.

**Shamrock Shimmy Race**  
**Saturday March 17, 2018 at 8:00**

**Proposed Race:**

Kids start at 8:00-Shimmy at 8:15.

Should be back to normal downtown situation by 9:30

Admission fee \$30

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

Same route as last year.

**Spoke to Lori Huntington**

Vest and radios are ours to use for the event

# CITY OF GALENA, ILLINOIS

312 ½ North Main Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: January 16, 2018

RE: Drug and Alcohol Testing for Police

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

In August 2017, the Police and Community Relations Improvement Act was amended by the state legislature to clearly define an “officer-involved shooting” and to require each law enforcement agency to adopt a written policy regarding drug and alcohol testing following an officer-involved shooting.

To ensure compliance with the new law, the Fraternal Order of the Police, represented Galena officers, and city staff including the City Attorney, met to develop the attached amendment to the collective bargaining agreement. The amendment is presented as a memorandum of understanding and modifies the current section of the contract regarding drug and alcohol testing. The amendment defines the rights of an officer involved in a shooting and the process for drug and alcohol testing following a shooting.

While we all hope that we do not have to exercise this section of the contract, I recommend that you approve the Memorandum of Understanding. Please let me know if you have any questions.

**MEMORANDUM OF UNDERSTANDING – DRUG & ALCOHOL TESTING**

Effective upon execution of this Memorandum of Understanding, the City of Galena and the Illinois Fraternal Order of Police Labor Council agree to amend the parties current Collective Bargaining Agreement May 1, 2016 through April 30, 2020 through and continuing between the parties. All current provisions other than as stated below in Section XX remain as stated in the Collective Bargaining Agreement. The parties agree to the following:

**ARTICLE XX**

**DRUG & ALCOHOL TESTING**

**Section 1. Prohibitions:**

Employees are prohibited from consuming alcohol or possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the City's premises, except in accordance with duty requirements, or failing to report to their supervisors any known side effects of medication or prescription drugs which they are taking. Employees also agree to limit their intake of alcohol eight (8) hours prior to reporting for a scheduled shift.

**Section 2. Type of Testing:**

- A. Reasonable Suspicion: Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of their work day, the City shall have the right to require the employee to submit to alcohol or drug testing. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized in Section 9 below.
- B. Officer Involved Shooting: When a law enforcement officer discharges his or her firearm resulting in injury or death to a person or persons while on duty pursuant to 50 ILCS 727/1-25, the Employer shall have the right to order the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel who is not a member of the bargaining unit represented by the Lodge must certify that the officer discharged his or her firearm resulting in injury or death to a person or persons, prior to any order given to submit to the testing authorized herein.

**Section 3. Ordered to Take Test:**

The City shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the City basis its conclusion to order the test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Labor Council or private attorney at the time the order is given. The employee shall have the right to consult with the union representative and/or counsel prior to any

questioning. Refusal to comply with the order to test may subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

#### **Section 4. Tests to be Conducted:**

In conducting the testing authorized by this Agreement, the City shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the U.S. Department of Health and Human Services (DHHS) (e.g. Midwest Medical Center in Galena, Mercy Medical Center in Dubuque or Unity Point Health Finley in Dubuque);
- b. Ensure that the laboratory or facility selected conforms to all (SAMHSA) or (DHHS) standards;
- c. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee with the City of Galena shall be permitted at any time to become a part of such chain of custody;
- d. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- e. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of negative test result.

#### **Section 5 Drug Testing**

In conducting drug testing, the laboratory or facility conducting the drug test shall:

- a. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- b. Collect samples in such a manner as to preserve the individual employee's rights to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- c. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- d. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;

- e. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature of the number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests.

### **Section 6 Alcohol Testing**

In conducting alcohol testing, the laboratory or facility conducting the alcohol test shall:

- a. Conduct tests using a certified "Evidential Breath Testing" ("EBT") device, that prints out the results, date, time, a sequential test number, name and serial number of the EBT. The alcohol test must be conducted by a "breath alcohol technician" ("BAT") who is trained to operate the EBT and if proficient in all breath alcohol testing procedures.
- b. Conduct two breath tests to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result less than .02 alcohol concentration is considered a "negative test". If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted. If the alcohol concentration is .04 or greater, the test shall be considered to be positive.
  - 1. In the event the results of a "screen" and "confirmation" tests produce a result of .02 or more, but less than .04 alcohol concentration, the City may reassign or send the employee home should the City reasonably believe the employee's ability to perform his assigned work is impaired. Any employee sent home as a result of this section may be allowed to use accrued time off to compensate for the hours of work lost.
  - 2. An employee who produces a test result of .02 or more, but less than .04 alcohol concentration may also be subject to counseling or discipline of up to and including a three-day suspension by the Chief of Police.
  - 3. In any subsequent testing of an employee where the results in alcohol concentration levels are .02 or more, but less than .04, the employee shall be subject to the provisions of Section 9 – Discipline of this policy.
- c. Failure of an employee to provide an adequate amount of breath will cause the employee to be immediately referred for a medical evaluation to develop pertinent information concerning the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician who makes the medical evaluation shall submit a written evaluation to the City's Medical Review Officer who will make a conclusion in writing to the City. While this process is being accomplished, the employee shall be placed on an unpaid leave of absence.

### **Section 7. Right to Contest:**

The Council and/or the employee, with or without Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, or the significance and accuracy of the tests. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that



**ARTICLE XX**

**DRUG & ALCOHOL TESTING**

**Section 1. Prohibitions:**

Employees are prohibited from consuming alcohol or possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the City's premises, except in accordance with duty requirements, or failing to report to their supervisors any known side effects of medication or prescription drugs which they are taking. Employees also agree to limit their intake of alcohol eight (8) hours prior to reporting for a scheduled shift.

**Section 2. Type of Testing:**

A. Reasonable Suspicion: Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of their work day, the City shall have the right to require the employee to submit to alcohol or drug testing. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized in Section 8 below.

A.B. Officer Involved Shooting: When a law enforcement officer discharges his or her firearm resulting in injury or death to a person or persons while on duty pursuant to 50 ILCS 727/1-25, the Employer shall have the right to order the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel who is not a member of the bargaining unit represented by the Lodge must certify that the officer discharged his or her firearm resulting in injury or death to a person or persons, prior to any order given to submit to the testing authorized herein.

**Section 3. Ordered to Take Test:**

The City shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the City basis its conclusion to order the test of reasonable suspicions. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Labor Council or private attorney at the time the order is given. The employee shall have the right to consult with the union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

**Section 4. Tests to be Conducted:**

~~Evidence of the concentration of alcohol, other drug or combination thereof, in a person's blood or breath at the time alleged, as determined by analysis of the person's blood, urine, breath or other bodily substance shall be admissible. Where such test is made, the following provisions shall apply:~~

~~(a) — Chemical analyses of the person’s blood, urine, breath or other bodily substance shall be performed according to standards promulgated by the Department of Public Health by a licensed physician, registered nurse, trained phlebotomist, certified paramedic or other individual possessing a valid permit issued for this purpose.~~

~~(b) — Alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath.~~

~~If it is determined that there was an alcohol concentration of .00, it shall be presumed that the person has not consumed alcohol in violation of this section.~~

~~If there was at the time of the test an alcohol concentration in excess of .00, it shall give rise to a rebuttable presumption that the person was in violation of this section. Such fact may be considered with other competent evidence in determining whether or not the person has violated the City’s drug and alcohol policy.~~

~~If there was at the time of the testing an alcohol concentration of above .00, it shall be deemed an un rebuttable presumption that the person has violated the drug and alcohol policy.~~

~~If at the time of the testing there was any amount of a drug, substance or compound in the person’s blood or urine resulting from the unlawful use or consumption of cannabis listed in the Cannabis Control Act (720 ILCS 550/1 et seq.) or a controlled substance listed in the Illinois Controlled Substances Act (720 ILCS 570/1-00 et seq.). Such facts shall be deemed an un rebuttable presumption that the person has violated the drug and alcohol policy.~~

In conducting the testing authorized by this Agreement, the City shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the U.S. Department of Health and Human Services (DHHS);
- b. Insure that the laboratory or facility selected conforms to all (SAMHSA) or (DHHS) standards;
- c. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- e. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of negative test result.

### **Section 5 Drug Testing**

In conducting drug testing, the laboratory or facility conducting the drug test shall:

- a. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- b. Collect samples in such a manner as to preserve the individual employee's rights to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- c. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- d. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;
- e. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature of the number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests.

### **Section 6 Alcohol Testing**

In conducting alcohol testing, the laboratory or facility conducting the alcohol test shall:

- a. Conduct tests using a certified "Evidential Breath Testing" ("EBT") device, that prints out the results, date, time, a sequential test number, name and serial number of the EBT. The alcohol test must be conducted by a "breath alcohol technician" ("BAT") who is trained to operate the EBT and if proficient in all breath alcohol testing procedures.
- b. Conduct two breath tests to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result less than .02 alcohol concentration is considered a "negative test". If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted. If the alcohol concentration is .04 or greater, the test shall be considered to be positive.
  1. In the event the results of a "screen" and "confirmation" tests produce a result of .02 or more, but less than .04 alcohol concentration, the City may reassign

or send the employee home should the City reasonably believe the employee's ability to perform his assigned work is impaired. Any employee sent home as a result of this section may be allowed to use accrued time off to compensate for the hours of work lost.

2. An employee who produces a test result of .02 or more, but less than .04 alcohol concentration may also be subject to counseling or discipline of up to and including a three-day suspension by the Chief of Police.

3. In any subsequent testing of an employee where the results in alcohol concentration levels are .02 or more, but less than .04, the employee shall be subject to the provisions of Section 10 – Discipline of this policy.

c. Failure of an employee to provide an adequate amount of breath will cause the employee to be immediately referred for a medical evaluation to develop pertinent information concerning the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician who makes the medical evaluation shall submit a written evaluation to the City's Medical Review Officer who will make a conclusion in writing to the City. While this process is being accomplished, the employee shall be placed on an unpaid leave of absence.

#### **Section 5. Results:**

~~As to drug or alcohol testing, the City shall only be notified in the event that a sample has tested positive for a particular drug or alcohol on both the initial and confirmatory tests, and any information otherwise coming into the possession or knowledge of the City (e.g., the insurance billings) shall not be used in any manner or form adverse to the employee's interest. The employee shall receive a copy of all test results, information, documents and other reports received by the City.~~

#### **Section 76. Right to Contest:**

~~If no disciplinary charges are filed, the Union and/or employee shall not have the right to contest and/or grieve any aspect of any testing under this agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this agreement, which the employee may pursue with or without the Union.~~

The Council and/or the employee, with or without Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, or the significance and accuracy of the tests. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

**Section 87. Voluntary Request for Assistance:**

No adverse employment action shall be taken in any manner or form against any employee who voluntarily seeks assistance for alcohol or prescription drug related problems, other than the city may temporarily reassign an employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or form contrary to the employee's interest.

**Section 8. Discipline:**

Except for prohibited drugs, in the first instance, an employee who tests positive as defined above on a drug or alcohol test may be subject to disciplinary action but not discharged (other alleged violations may be just cause for discharge on their own merits, but test results shall not be a factor in aggravation), provided that the employee participates in an appropriate treatment program determined by his physician, discontinues his use of prohibited drugs or abuse of alcohol, and submits to random testing as directed by his counselors in an appropriate aftercare program. Employees who do not comply with the conditions of this Section, or who test positive for a second time, shall be subject to dismissal. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and aftercare shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and aftercare, at the option of the employee.

# 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: January 18, 2018

RE: Depot Renovation Change Order

Interior renovations are progressing at the Depot. I am writing to seek your approval for three changes from the approved construction plan that exceed the \$2,500 change order threshold that you approved on December 11, 2017.

In the lower and upper break/storage rooms, the original plan was to replace some lower cabinets, replace countertops, remove some upper shelving, and add doors to some upper cabinets. After inspecting the work in these two rooms with a representative from Greater Galena Marketing Inc., the consensus was that to do the job right, new upper and lower cabinets should be installed in both rooms. Also, for the renovations to match the quality of the building, solid surface counters should be installed instead of the laminate that was originally specified.

The contractor responsible for the cabinets and carpentry, White Construction, was asked to quote the additional cabinets and upgraded counters. The total cost would be \$10,241 as shown in Table 1 below.

Table 1. Cabinet and Countertop Costs

Item	Location	Cost
Painted lower and upper cabinets	Lower level break/storage room	\$5,023
Upper cabinets	Upper level break/storage room	\$1,718
Solid surface countertop	Lower and upper level break/storage room	\$3,900
	<b>TOTAL</b>	<b>\$10,641</b>

I received confirmation from Greater Galena Marketing Inc. that they are prepared to cover the cost increase. At this time, we have only one other change order in the amount of \$587 for moving an electric panel that conflicted with a new door. There will likely be additional change orders as the project progresses.

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

January 18, 2018

Mark and members of the City Council:

Alicia Edmonds, Ryan Weber and I are proposing to you a half-marathon and 8K run on the Galena River Trail on October 27, 2018. Alicia, Ryan and I have all ran many races over the years and we believe we have the personal experience to know what runners want in a race. Ryan has also coordinated past races here in Galena, so he brings the tactical experience of hosting a successful race. I have volunteered at countless races in Galena and Dubuque and know what it takes to make a race successful!

Since the ARC is no longer interested in hosting a half-marathon the first week of November, we think this would be a great opportunity to host out of town guests, Tri-State Area and local runners alike on the morning of the Halloween Parade. Many runners enjoy destination races, and it is our hope that they come for the run and stay for the Halloween Festivities! People will be able to run in costumes if they choose to do so.

We hope to make this an annual event, and with the expansion of the Galena River Trail, what a better backdrop to run 13.1 miles (or 5 miles if they choose the 8K)! We will provide a specific map of our course, but the run will be a down and back route.

We will be purchasing our own Commercial General Liability Insurance and have a 'Release, Indemnification and Hold Harmless Agreement' that each participant will be required to sign. We have already contacted McCoy Insurance and have received a quote and the release document. We will also be contacting Galena EMS to have an ambulance on-site. We will also leave the trail in the condition we found it in, and we'll be sure to personally inspect the trail to be sure of this.

With races being so pricy these days, we are determined to offer this race at a lower cost. In an effort to do this we will be asking for sponsors. We would like to begin a Scholarship Fund to benefit an area student with any money that is raised. We are not personally looking to benefit from this race.

Items on our list of to-do's are: create a website and Facebook page where registration and race information will be found, decide on a timing system and coordinate volunteers.

Thank you very much for your consideration in this manner. Many runners were disappointed last year when the Lead Rush Half-Marathon was cancelled. We want to bring a half-marathon back to the area in the Fall and give others a great opportunity to experience Galena's Halloween Festivities! Please feel free to contact us with any questions you may have.

Sincerely,

Alicia, Megan & Ryan

City of Galena, Illinois

Budget Amendment No. 18-12

Fiscal Year 2017-18



Line Item Title	Line Item No.	Beginning Balance	Increase	Decrease	Ending Balance
Contingency (Sewer)	52.43.929.00	\$ 25,970	\$ 6,500		\$ 32,470

Justification:

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

1. A gearbox on the belt filter press at the wastewater treatment plant was worn beyond repair. The replacement box and parts totaled \$6,501.87. The gearbox was installed by American Water personnel. The belt filter press is used to dewater sludge prior to field application.

Effect of Budget Amendment on Budget:

Fund	Approved Budget	Budget After Previous Amendments	Budget After Proposed Amendment
General Fund Revenues	\$ 3,928,350	\$ 4,218,335	\$ 4,218,335
General Fund Expenses	\$ 3,930,350	\$ 4,502,476	\$ 4,502,476
<b>General Fund Total</b>	<b>\$ (2,000)</b>	<b>\$ (284,141)</b>	<b>\$ (284,141)</b>
Other Fund Revenues	\$ 6,789,940	\$ 7,298,271	\$ 7,298,271
Other Fund Expenses	\$ 6,896,240	\$ 9,285,286	\$ 9,291,786
<b>Other Fund Total</b>	<b>\$ (106,300)</b>	<b>\$ (1,987,015)</b>	<b>\$ (1,993,515)</b>
<b>Total Budget Surplus/(Deficit)</b>	<b>\$ (108,300)</b>	<b>\$ (2,271,156)</b>	<b>\$ (2,277,656)</b>

Approved by City Council on \_\_\_\_\_

Mark Moran  
Budget Officer



## City of Galena, Illinois

### Summary of Budget Amendments Fiscal Year 2017-2018

Date	Line Item Title	Line Item No.	Beginning Balance	Increase	Decrease	Ending Balance	Amendment Number	Reference Number <sup>1</sup>
05-08-17	Sidewalk Replacement	01.41.830.01	\$ 5,000	\$ 122,560		\$ 127,560	BA18-01	1089
05-08-17	Maintenance Projects	01.41.614.05	\$ 12,000	\$ 9,160		\$ 21,160	BA18-01	1090
05-08-17	Pay and Display Machine	53.48.830.01	\$ -	\$ 1,125		\$ 1,125	BA18-01	1091
05-08-17	Parking Lot Repair	22.22.617.00	\$ -	\$ 62,410		\$ 62,410	BA18-01	1092
05-08-17	Curb and Gutter	01.41.860.05	\$ 5,000	\$ 8,150		\$ 13,150	BA18-01	1093
06-26-17	Facility Repairs	59.55.511.01	\$ 20,000	\$ 31,375		\$ 51,375	BA18-02	1094
06-26-17	Transfer to Pool Fund	01.99.999.07	\$ 112,945	\$ 15,975		\$ 128,920	BA18-02	1095
06-26-17	Transfer In (Pool)	59.399.0	\$ 112,945		\$ 15,975	\$ 128,920	BA18-02	1096
06-26-17	Contingencies (Public Works)	01.41.929.00	\$ 2,660	\$ 8,400		\$ 11,060	BA18-02	1097
07-10-17	Replace Aerial Truck	22.22.840.02	\$ -	\$ 1,411,611		\$ 1,411,611	BA18-03	1098
07-10-17	Transfer to Fire (from General Fund)	01.99.999.26	\$ -	\$ 57,611		\$ 57,611	BA18-03	1099
07-10-17	Transfer to Fire (from Sewer Fund)	52.399.09	\$ -	\$ 420,000		\$ 420,000	BA18-03	1100
07-10-17	Transfer In (to Fire Fund)	22.399.0	\$ -	\$ 477,611		\$ 477,611	BA18-03	1101
07-24-17	Contingencies (General Fund)	01.11.549.00	\$ 500	\$ 11,150		\$ 11,650	BA18-04	1102
07-24-17	Contingencies (Water)	51.42.929.00	\$ 6,300	\$ 4,585		\$ 10,885	BA18-04	1103
07-24-17	Water Miscellaneous	51.389.0	\$ 10,000	\$ 4,585		\$ 14,585	BA18-04	1104
07-24-17	Contingencies (Water)	51.42.929.00	\$ 10,885	\$ 7,940		\$ 18,825	BA18-04	1105
08-14-17	Loss Fund Payment	14.14.591.06	\$ -	\$ 35,000		\$ 35,000	BA18-05	1106
08-14-17	Public Works Misc. Revenue	01.389.3	\$ 15,000	\$ 3,350		\$ 18,350	BA18-05	1107
08-14-17	Tree/Brush Removal	01.41.517.02	\$ 6,500	\$ 6,700		\$ 13,200	BA18-05	1108
08-14-17	Misc. Revenue (Parks)	17.389.0	\$ 15,000	\$ 5,000		\$ 20,000	BA18-05	1109
08-14-17	Grant Park Project	17.52.870.04	\$ 50,000	\$ 5,000		\$ 55,000	BA18-05	1110
09-25-17	Salaries and Wages (Administration)	01.11.411.00	\$ 137,600	\$ 10,665		\$ 148,265	BA18-06	1111
09-25-17	Salaries and Wages (Finance)	01.13.411.00	\$ 91,250	\$ 2,820		\$ 94,070	BA18-06	1112
09-25-17	Salaries and Wages (Clerk)	01.14.411.00	\$ 9,100	\$ 2,790		\$ 11,890	BA18-06	1113
09-25-17	Salaries and Wages (Police)	01.21.411.00	\$ 597,000	\$ 18,475		\$ 615,475	BA18-06	1114
09-25-17	Salaries and Wages (Public Works)	01.41.411.00	\$ 365,400	\$ 5,295		\$ 370,695	BA18-06	1115
09-25-17	Salaries and Wages (Engineering)	01.45.411.00	\$ 8,000	\$ 1,025		\$ 9,025	BA18-06	1116

Date	Line Item Title	Line Item No.	Beginning Balance	Increase	Decrease	Ending Balance	Amendment Number	Reference Number <sup>1</sup>
09-25-17	Salaries and Wages (Building)	01.46.411.00	\$ 64,400	\$ 2,105		\$ 66,505	BA18-06	1117
09-25-17	Salaries and Wages (Garbage)	13.44.411.00	\$ 9,470	\$ 930		\$ 10,400	BA18-06	1118
09-25-17	IMRF Employer Contribution	16.11.463.00	\$ 166,000	\$ 5,340		\$ 171,340	BA18-06	1119
09-25-17	Social Security Contribution	19.11.461.01	\$ 142,200	\$ 4,080		\$ 146,630	BA18-06	1120
09-25-17	Salaries and Wages (Flood)	20.25.411.00	\$ 41,800	\$ 610		\$ 42,410	BA18-06	1121
09-25-17	Salaries and Wages (Water)	51.42.411.00	\$ 121,000	\$ 6,580		\$ 127,580	BA18-06	1122
09-25-17	Salaries and Wages (Sewer)	52.43.411.01	\$ 105,350	\$ 6,580		\$ 111,930	BA18-06	1123
09-25-17	Misc. Revenue (Finance)	01.389.0	\$ 23,500	\$ 84,635		\$ 108,135	BA18-07	1124
09-25-17	Depot Building Maintenance	01.13.511.03	\$ 9,500	\$ 84,635		\$ 94,135	BA18-07	1125
09-25-17	Gateway Park	17.52.870.02	\$ 2,500	\$ 12,500		\$ 15,000	BA18-07	1126
10-23-17	Salaries and Wages (Administration)	01.11.411.00	\$ 148,265	\$ 805		\$ 149,070	BA18-08	1127
10-23-17	Salaries and Wages (Clerk)	01.14.411.00	\$ 11,890	\$ 475		\$ 12,365	BA18-08	1128
10-23-17	Salaries and Wages (Police)	01.21.411.00	\$ 615,475		\$ 3,605	\$ 611,870	BA18-08	1129
10-23-17	Salaries and Wages (Building)	01.46.411.00	\$ 66,505	\$ 435		\$ 66,940	BA18-08	1130
10-23-17	Salaries and Wages (Garbage)	13.44.411.00	\$ 10,400	\$ 160		\$ 10,560	BA18-08	1131
10-23-17	IMRF Employer Contribution	16.11.463.00	\$ 171,340		\$ 1,050	\$ 170,290	BA18-08	1132
10-23-17	Social Security Contribution	19.11.461.01	\$ 146,280		\$ 260	\$ 146,020	BA18-08	1133
10-23-17	Other City Building Maintenance	01.13.511.02	\$ 2,500	\$ 4,500		\$ 7,000	BA18-08	1134
10-23-17	Rehab/Comm Development Loans	03.61.916.00	\$ -	\$ 90,000		\$ 90,000	BA18-09	1135
10-23-17	Rehab/Econ Development Loans	04.61.916.00	\$ -	\$ 262,000		\$ 262,000	BA18-09	1136
11-27-17	Contingency	52.43.929.00	\$ 8,600	\$ 13,450		\$ 22,050	BA18-10	
11-27-17	Other City Building Maintenance	01.13.511.02	\$ 2,500	\$ 39,600		\$ 42,100	BA18-10	
11-27-17	Misc. Revenue (General Fund Finance)	01.389.0	\$ 23,500	\$ 39,600		\$ 147,735	BA18-10	
11-27-17	Park Improvements	17.52.820.06	\$ 17,500	\$ 5,160		\$ 22,660	BA18-10	
11-27-17	Misc. Revenue (Parks)	17.389.0	\$ 15,000	\$ 5,160		\$ 20,160	BA18-10	
01-08-18	Contingency	52.43.929.00	\$ 22,050	\$ 3,920		\$ 25,970	BA18-11	
01-08-18	Depot Maintenance	01.13.511.03	\$ 94,135	\$ 162,400		\$ 256,535	BA18-11	
01-08-18	Misc. Revenue Finance General Fund	01.389.0	\$ 147,735	\$ 162,400		\$ 310,135	BA18-11	
01-22-18	Contingency (Sewer)	52.43.929.00	\$ 25,970	\$ 6,500		\$ 32,470	BA18-12	

1 Reference Number confirms that the budget amendment has been updated to the General Ledger.

# 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: January 17, 2018

RE: Waterworks Lease

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

At the December 26, 2017 meeting, you approved the “First Amendment to the Lease of Waterworks Building”. On January 9, the Jo Daviess County Board considered the amendment at their regular meeting. The board approved the amendment and added a new stipulation that would allow the County to terminate the lease early with 60 days’ notice to the City. The entire amendment is attached with the new clause highlighted.

As previously explained, late last year the Jo Daviess County Convention and Visitors Bureau (CVB) was suspended as Greater Galena Marketing Inc. became the visitors’ bureau for the county. Consequently, the CVB no longer occupies the Waterworks Building. The modification of the lease was initiated by the County who proposes to use the building for the storage of records.

The City and County worked together last summer and fall to contract for significant maintenance to the Waterworks Building. The work included interior and exterior painting, tuckpointing, and the replacement of the roof. The County reimbursed the City for the cost of the completed maintenance in accordance with the 1995 lease that extends through April 2025. The County made a sizable investment at the outset of the lease to completely renovate the building for office use.

The proposed “First Amendment to the Lease of Waterworks Building” acknowledges that the CVB no longer occupies the building and allows the County to use the building for storage through the remaining term of the lease. All other terms of the lease would remain in effect, including the right for the County to negotiate the renewal of the lease in the final year of the term.

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

**FIRST AMENDMENT TO LEASE OF WATERWORKS BUILDING**

**THIS FIRST AMENDMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2018, amends the Lease for the Waterworks Building, 720 Park Avenue, dated May 12, 1995 (the "Lease"), attached hereto and made part hereof;

**BETWEEN:**

The City of Galena

and

Jo Daviess County

**Background**

1. In 1995, Jo Daviess County (the "County") leased the Waterworks Building at 720 Park Avenue from the City of Galena (the "City"). The County renovated the entire building prior to occupancy by the Jo Daviess County Convention and Visitors Bureau (the "CVB"). The CVB occupancy continued until November 30, 2017 when the agency was suspended from operation indefinitely by the County.
2. In the summer and fall of 2017, the County and City undertook repairs and maintenance to the Waterworks Building at a cost of more than \$45,000. The cost of the repairs and maintenance were paid in full by the County.
3. With the CVB no longer in operation, the County seeks to modify the terms of the Lease to use the Waterworks Building for storage of County property instead of administrative offices.
4. The parties desire to amend the Lease subject to the terms and conditions set forth in this First Amendment (the "Amendment").
5. This Amendment is the first amendment to the Lease.

**IN CONSIDERATION OF** the parties agreeing to amend their obligations in the existing Lease, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform and fulfill the promises, conditions, and agreements below:

**Amendments**

6. The City and the County agree that, effective November 30, 2017, the CVB ceased operations as contemplated in Paragraph 5 of the Lease.

7. The City and the County agree that the County will assume the use, rights, and obligations, under the Lease as provided for in Paragraph 5 (a).
8. The City agrees that the County may use the Waterworks Building and the outbuilding on the property for storage of County property. Said storage shall not be clearly visible from the streets adjacent to the property or otherwise detract from the appearance of the Waterworks Building.
9. The City agrees the County will have the right to terminate the lease at any time for any reason by delivering written notice to terminate to the City at least (60) days prior to the termination date.

**No Other Changes**

10. Except as expressly set forth in this Agreement, all the terms and conditions of the Lease remain unchanged and shall continue in full force and effect. If there is a conflict between this Amendment and the Lease, the terms of this Amendment will prevail.

**Miscellaneous Terms**

11. Capitalized terms not otherwise defined in this Amendment will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Amendment. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language of this Amendment.

**Governing Law**

12. Subject to the terms of the Amendment, it is the intention of the parties that this Amendment and all suits and special proceedings under this Amendment, be construed in accordance with and governed, to the exclusion of the law of any forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceedings may be instituted.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Galena**

\_\_\_\_\_ Per: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**Jo Daviess County**

\_\_\_\_\_ Per: \_\_\_\_\_

WITNESS: \_\_\_\_\_

LEASE AGREEMENT

This Lease Agreement made on the 12<sup>th</sup> day of May, A.D., 1995 by and between the City of Galena, a Municipal Corporation, (hereinafter called "City"), and Jo Daviess County, Illinois, acting by and through the Galena/Jo Daviess County Convention and Visitor's Bureau, an administrative agency thereof (hereinafter called "County Agency"):

1. PREMISES USED:

(a) In consideration of the covenants, agreements and undertakings hereinafter reserved and contained on the part of the County Agency to be observed and performed, the City makes available for exclusive possession by the County Agency, certain premises located at Park Avenue and Bouthillier Street, Galena, Jo Daviess County, Illinois, commonly known as the East Galena Water Works building (hereinafter called "water works").

(b) The use and occupation by the County Agency of the premises shall include all buildings presently existing upon the premises, and all lawns, any of the water works driveways and parking area. The premises stated herein include the building commonly referred to as the 'aerator building'. The issue of removal of the aerator building is referred to hereinafter in Paragraph 19.

2. TERM: The use of the premises shall be for an initial period of 30 years, which term shall commence to run the 31<sup>st</sup> day of April, 1995, and shall be subject to earlier termination pursuant to paragraph 5 hereof. Said term shall further be subject to possible extension pursuant to Paragraph 3 hereof.

3. CONSIDERATION: County Agency shall pay the sum of \$1.00 as rent for the premises for the said thirty (30) year term and in addition make improvements to the leased premises and pay for the cost thereof. The parties to this Agreement acknowledge that the cost of said improvements has not yet been finally determined. The parties hereby agree to renegotiate the term provision of this Lease in the event the actual costs of said improvements exceed the sum of \$150,000.00.

In addition, County Agency shall be solely responsible for payment of all maintenance costs and repairs to the water works building and premises during the term hereof and shall also pay all utilities costs in connection with the use of the leased premises.

4. ADDITIONAL CHARGES: In addition to the consideration stated in Paragraph 3 above, County Agency agrees to pay City, upon written request, the entire sum of any incremental, additional amounts paid by City for fire and extended insurance coverage on the water works building due to the County Agency's occupancy of said premises; and also for the incremental, additional cost, due to County Agency's occupancy of the premises, of any liability insurance insuring the interests of City against its liability which may arise due to County Agency's acts or omissions. County Agency agrees to obtain liability insurance to provide liability insurance against its risks incurred as a result of its use of the leased premises, and to supply proof of said insurance to City upon request.

5. LEASE OF PREMISES: This agreement is intended for the exclusive use and benefit of the County Agency as is comprised, existing and operating on the date of execution hereof. Accordingly, County Agency, exclusively, shall use the premises solely for the purposes of operation of the Galena/Jo Daviess County Convention and Visitor's Bureau, and only for such operations as are incident thereto including, but not limited to, County Agency offices and administration and such other uses generally appurtenant to the operation of a convention and visitors bureau.

In the event the County Agency should dissolve, or otherwise disband or cease operations, the parties shall:

(a) mutually renegotiate and agree for either the assumption of the County Agency's use, rights, and obligations under this agreement by Jo Daviess County or one of its other agencies, or a new lease for use of the premises by a like said county agency; or

(b) terminate this agreement, upon which termination the City shall negotiate with Jo Daviess County for an appropriate purchase by City of the County's interests in the unexpired lease term and the unamortized value of the leasehold.

Upon termination of the agreement, as contemplated in subparagraph (b) above, the City shall in no event be liable to County Agency, the County of Jo Daviess or any other entity for the expenses incurred pursuant to paragraphs 4 and 9 hereof, or the amortized costs (to the date of termination) of any improvements contemplated and made pursuant to paragraph 7 hereof.

6. FIXTURES AND ALTERATIONS: Except as hereinafter described in paragraph 7, County Agency shall not make or cause to be made any alterations, additions or improvements of a substantial nature or make any structural changes in the building without first notifying the City. In the event structural changes are contemplated, County Agency shall supply to the City plans and specifications for such work, and obtain written approval.

7. IMPROVEMENTS AND MODIFICATIONS: The City and County Agency agree that the County Agency will make various structural improvements, modifications and renovations to the premises. Prior to entering into any contract for the construction work or installation of fixtures, County Agency shall submit to City for City's approval the name of the contractor County Agency proposes and the form of the contract proposed. Any such contract shall include an indemnification provision under which City is held harmless from all claims by third persons against the contractor, including all workers' compensation and mechanics' lien claims. Such indemnification shall include reimbursement for City's reasonable attorney fees and costs incurred as a result of claims made and arising out of the improvements and modifications contemplated in this paragraph 7. All such contracts shall require that all workmanship and materials be of first class quality and type. During the construction period, City shall have access to the premises to inspect the construction work in progress.

(a) Such changes shall be approved by City in advance, be performed in accordance with architectural plans and drawings, and all contractual bid documents, and be substantially completed within the time specified in all bid documents. All such changes should be made at the County Agency's sole cost.

(b) All construction contract bids for the said improvements and modifications shall be let in the same manner and procedure as those for county, public projects, including the advertising of bids, opening of bids at either the Jo Daviess County building or Galena City Hall and the awarding of bids to the lowest, qualified bidder. However, County Agency reserves the right to reject any and all bids.

(c) Jo Daviess County, acting by and through County Agency, will protect, indemnify and save harmless the City from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due

directly or indirectly to the tenancy, use or occupancy thereof by County Agency or any person claiming through or under it. Neither Jo Daviess County nor County Agency shall be required to indemnify City for any loss, costs or damages to the extent caused by or suffered due to City's negligence.

8. ITEMS INSTALLED BY COUNTY AGENCY: All building and structural improvements made by County Agency shall remain the property of City for the term of this Lease Agreement or any extension or renewal thereof. Upon expiration of this Lease Agreement, or any renewal term thereof, the County Agency shall remove all decorations and surrender the premises, ordinary wear and tear excepted, to its condition, existing as improved pursuant to paragraph 7 hereof.

9. MAINTENANCE: County Agency, during the term of the Lease Agreement, shall keep the premises, including the interior and exterior areas and all portions of the used premises, including but not limited to, lighting, heating, plumbing fixtures, air conditioning, driveways, parking lots and lawns in good order, condition and repair at County Agency's sole cost and expense.

If County Agency refuses or neglects to repair the properties required hereunder and to the reasonable satisfaction of the City as soon as reasonably possible after written demand, City may make such repairs without liability to the County Agency for any loss or damage that may accrue to materials, fixtures or other property under the County Agency's operation of the water works and upon completion thereof, County Agency shall pay City's cost for making such repairs upon presentation of a bill thereof, as an additional expense.

10. SURRENDER OF PREMISES: At the expiration of the use period hereby created, County Agency shall surrender the premises in the same condition as the premises were upon completion of the changes or improvements made pursuant to paragraph 7 of this Lease Agreement, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the premises to the City.

11. INSURANCE: City shall insure the building against loss or damage by fire to the extent of the full insurable value of the building, including all improvements, alterations and additions and changes made by County Agency, and it is agreed

that such insurance shall be carried for the mutual benefit of City and County Agency, and all moneys collected from such insurance shall be used toward the full compliance with City's obligations under Paragraph 16 herein.

12. INDEMNIFICATION: County Agency shall indemnify City and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to the property, or any other liability, arising out of any occurrence in, upon or at the premises, for the occupancy or use by the County Agency of the premises or any part thereof, occasioned wholly or in part by an act or omission of the County Agency.

In the event the City, shall be made a party to any litigation commenced by or against the County Agency, or by or against City, in furtherance of the interests of the County Agency, then the County Agency shall protect and hold City harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by the City in connection with such litigation. In the event of any litigation by either party to this Agreement to enforce the covenants and agreements in this Agreement, the losing party agrees to pay all costs, expenses and reasonable attorneys fees of the winning party.

13. ASSIGNMENT AND SUB-LETTING: County Agency shall not assign this Lease Agreement, in whole or in part, nor sub-let all or any part of the premises, without prior written consent of the City in each instance.

14. WASTE OR NUISANCE: County Agency shall not commit or suffer to be committed any waste upon the premises or any nuisance or any other act or thing which may disturb the quiet enjoyment of any person.

15. GOVERNMENTAL REGULATIONS: From the date of its possession of the premises, County Agency shall at its sole cost and expense, comply with all of the requirements of all municipal, county, state, federal and other applicable governmental authorities, then in force, or which may thereafter be in force, pertaining to the said premises and the use of said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances, and all state and federal statutes now, or which may thereafter, be in force.

The preceding provision notwithstanding, neither County Agency, nor Jo Daviess County, shall be liable for any environmental or other conditions causing the property to be in violation of any governmental regulations which are determined to have been pre-existing at the time of execution of this agreement. The City represents that there are no known hazardous environmental conditions and no known governmental regulation violations on the premises at the time of execution of this agreement.

16. DESTRUCTION OF PREMISES: If the premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of said premises, unless both parties shall agree otherwise.

17. OPTION TO RENEW: This Lease Agreement may be renewed by the County Agency for an additional period upon the terms and conditions as mutually agreed by the parties. In the event of impasse between the parties in the negotiation of said terms, the parties shall enter into binding arbitration to resolve such impasse. In such event, the parties shall mutually select an appropriate party to so arbitrate; or failing such selection, each party shall choose an arbitrator and said arbitrators shall select a third arbitrator who shall arbitrate any negotiation impasse.

Any said renewal option may be exercised by County Agency's delivery to City a notice of such intent to renew within 360 days of expiration of this use term, or by holding over beyond the end of the term without objection in writing by the City. Should the County Agency not elect to renew this Lease Agreement by exercising the option herein granted, County Agency shall give up and quit the premises on or before 12:00 midnight on the last date of any expired term hereunder.

18. WAIVER: Waiver by the City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease Agreement shall be deemed to have been waived by either party, unless such waiver be in writing and executed by the party against whom such waiver is asserted.

19. ADDITIONAL CONDITIONS:

(a) As a condition for entering into and executing this Lease Agreement, City agrees to allow County Agency, at County Agency's expense, to remove the aerator building on the leased premises. The removal shall be done with City approval and according to a demolition permit to be issued for that purpose. The removal of the aerator building is further conditioned upon the granting of the appropriate zoning approval by City.

(b) This Agreement is further conditioned upon the obligation of City to pay for the cost of capping, abandoning or otherwise eliminating the flow of water from the wells that are part of the aerator structure, or otherwise on the leased premises. Such action by the City shall be taken so as to insure that none of the said wells in any way interferes with the County Agency's use of the said leased premises. Further, said action by City shall be in accordance with technical standards and recommendations provided by City's engineering or other qualified consultants.

(c) The City further agrees to properly remove and dispose of (either through City's own employees or pursuant to private contract) all debris, scrap and equipment in and around the water works building and any auxiliary buildings on the premises.

(d) This Agreement is further conditioned upon the securing by the Chamber of Commerce, of the City of Galena, a long-term lease or use agreement with the City of Galena for the occupancy and use by the Chamber of the City's depot facility.

20. ENTIRE AGREEMENT: This Lease Agreement, and any exhibits attached hereto and forming a part hereof, shall constitute all the covenants, promises, agreements, conditions and understandings between the parties concerning the premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, addition or modification to this Lease Agreement shall be binding upon either party unless reduced to writing and signed by both.

Any notice, demand, request or other instrument which may be required to be given under this Lease Agreement shall be deemed delivered when hand delivered or sent by ordinary United States Mail, postage prepaid, addressed to the City in care of its then acting governing body, or the County Agency in care of its then acting manager, director or administrator.

21. PARTIAL INVALIDITY: If any term, covenant or condition of this Lease Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby; and each remaining term, covenant or condition of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, City and County Agency have signed and sealed this Lease Agreement the date and year first above written.

**CITY OF GALENA, a Municipal Corporation:**

BY: Gary B. Bartell  
Mayor/Clerk

**COUNTY OF JO DAVIESS,  
STATE OF ILLINOIS:**

BY: Judith A. Glatton  
Board Chairman

**GALENA/JO DAVIESS COUNTY  
CONVENTION AND VISITOR'S BUREAU:**

BY: [Signature]  
Chairman

# 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: January 10, 2018

RE: Watercraft Storage Proposal

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

Late last year, I was contacted by Park Avenue resident, Eric Dregne, about the possibility of creating public kayak storage under the Highway 20 bridge near the east side boat launch. Dregne suggested racking where residents could rent space to store their kayaks (or canoes or paddleboards) throughout the year. I am writing to present a proposal to install two storage racks and initiate the rental of the spaces to the public.

The property under the Highway 20 bridge is owned by the State of Illinois and managed by the Illinois Department of Transportation (IDOT). The City of Galena has a permit to use some of the property for circulation and bus parking. I contacted IDOT to inquire about expanding the scope of the permit to authorize kayak storage in an area 36 feet by eight feet (288 square feet). IDOT responding, saying they would have to lease the space to the City since the City would be charging rent for the storage. They are offering the space for \$120 per year. Please see the following page for a picture of the proposed storage area and a picture of a storage area in another city.

I contacted two local metal fabricators about constructing the metal storage racks. John Martinson decline to submit an estimate. Cory White submitted an estimate of \$1,500 per rack, including powder coating and installation on four concrete footings. Each rack would have four storage spaces.

Storage spaces would be rented to residents with Galena addresses for \$100 per year on a first come, first serve basis. The \$100 storage fee is the same as that charged by the City of Madison, Wisconsin for their boat storage spaces. Renters would be permitted to occupy the racks 24-hours per day for a rental period of 365 days. Renters would be required to lock their watercraft to the racks. A rental agreement with a waiver of liability for the City would be required of each renter. The spaces would not be available for use by commercial outfitters. I have attached proposed rules for the storage program.

On January 9, the Community Development Fund of Galena reviewed the storage proposal and voted to contribute \$3,000 for the construction and installation of the racks. The group does not expect to be reimbursed, asking only that the City of Galena maintain the racks.

If you are interested in moving forward with the project, I will submit the attached Application for Use of Surface Area Under Elevated Highway Structures to IDOT. The application would initiate the drafting of the lease by IDOT. I would return to the council with the lease for final approval. My goal would be to have the racks ready for use by May 1.

Please let me know if you have any questions.

Image 1. Proposed Watercraft Storage Rack Location



Image 2. Example of Watercraft Storage Racking



## Canoe and Kayak Storage

Make your summer paddling a breeze by storing your canoe, kayak or paddleboard within easy access of the Galena Boat Launch. Storage is available for residents with a Galena address. Storage is not available for commercial entities.

**Storage costs** (tax included):  
\$100 per year

Storage racks are outdoors, on the east side of the river, and under the Highway 20 bridge. The annual storage period begins each year on May 1 and ends on April 30 of the following year.

### **How to obtain a storage rack spot for your canoe or kayak:**

1. Choose the space where you are interested in storing your watercraft(s). Each space on the racks is numbered.
2. If space(s) is available, you can rent the storage space.
3. If the desired space is not available or the racks are full, you may be put on a waiting list.
4. To purchase the permit storage sticker, you must bring proof of residency to Galena City Hall, 101 Green Street; office hours are Monday - Friday, 8:00a.m. - 4:30p.m.
5. Sign rental agreement with waiver of liability.
6. Pay the annual storage fee in full to obtain the permit storage sticker.
7. Place the permit sticker on your watercraft on the port side where it will be visible for inspection.
8. Place your watercraft in your assigned space on the boat storage rack with the permit sticker visible.

### **Watercraft storage rack rules:**

1. Watercraft must not exceed 80 pounds, 16 feet in length, 36 inches in width or 20 inches in height.
2. Items stored in the storage area are limited to watercraft only. No unauthorized personal property is to be stored on the premises.
3. Only one watercraft is allowed in each space.
4. Premises are to be left in original condition upon termination of permit period.
5. Permit must be visible at all times.
6. Watercraft must be fully contained within the designated space.
7. The City of Galena reserves the right to cut any lock and remove any watercraft, under any condition it deems necessary for the function of the boat storage program.
8. Watercraft must be secured to the boat storage rack. Owner accepts all liability for theft or damage to their property.

### **If you believe your watercraft has been stolen or removed by City staff:**

Call Galena City Hall at 815-777-1050.



Application for Use of Surface Area Under Elevated Highway Structures or Adjacent to Highway Facilities

Application is hereby made for the use and occupancy of state highway right of way space for non-highway related use, the location and specific use hereinafter described:

Applicant Name: City of Galena, by Mark Moran Telephone: (815) 777-1050
Address: 101 Green Street Fax: (815) 777-3083
City: Galena State: IL Zip: 61036
Email Address: mmoran@cityofgalena.org

Applicant's Spokesperson: Mark Moran Title:
Address (if different than above: Telephone: ( )
City: State: Zip: Fax: ( )
Email Address:

PROPOSED SPACE LOCATION:

- 1. County Jo Daviess
2. City Galena
3. Marked Route No. FA Route 5
4. Other street or highway name (Above or adjacent to desired space)
5. Located between (Name nearest intersecting streets or highways each side of space desired)
6. Space desired is: [X] Under an elevated structure US 20 Bridge [ ] Adjacent to highway
7. Approximate area of desired space 288 [X] Sq. Ft. [ ] Acres
(Attach copy of plat of space and a map depicting exact location of space)

PROPOSED USE OF SPACE:

- 1. Describe proposed use: Installation of two racks under the bridge for Kayak/ Paddleboard Storage
2. Type of business to be conducted: Rental of Kayak/ Paddleboard storage space
3. Desired term of use: From: 1/1/2018 To 12/31/2022 (Term of use cannot exceed 5 years)
4. Improvements proposed by user: Installation of racks to hold kayaks/ paddleboards

The undersigned hereby certifies that the above information is true and accurate to the best of my knowledge.

Signature/Title

Date



# GALENA CELLARS

—Vineyard & Winery—

P.O. Box 207 | 515 South Main Street | Galena, Illinois 61036 | 815-777-3330 | GalenaCellars.com  
Vineyard - 4746 North Ford Road | Galena, Illinois 61036 | 815-777-3235 | 477 South 3rd Street | Geneva, Illinois 60134 | 630-232-WINE

January 16<sup>th</sup>, 2018

City of Galena

Attn: City Council

Galena Cellars would like to ask for an amendment to our liquor license. Currently Galena Cellars holds a Class H license which in part allows for the sale and consumption of wine. Galena Cellars would like to ask that there be an amendment to the ordinance to approve the addition of selling beer to this license. We would like our guests to also be able to purchase beer to be consumed at our location. Galena Cellars is in the process of expanding our business downtown to include the 2<sup>nd</sup> and 3<sup>rd</sup> floor of our 515 S. Main St. address. This is going to give us the capability to hold events at this location. It would be beneficial to be able to allow our guests to offer beer at their event. We would also wish to add beer for purchase for our non-wine drinking guests to consume on premise. Our hope is to be able to draw more people to our downtown location. Guests often would prefer being able to have their event downtown and then be able to take their business down the street to other shops and restaurants. We feel this is a strong plus and benefits the whole of Galena.

Thank you,

Galena Cellars Winery

# 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: 18 January 2018

RE: Gear Street Reconstruction Project  
Approval of Construction Contract

After many years of planning and design, bids for this project were received at city hall on 16 January and are summarized below and detailed on the attached tabulation. Arithmetic checks confirmed all totals were accurate.

Contractor	Civil Constructors	Fischer Excavating	Louie's Trenching Service
Base Bid \$	2,472,556.30	2,359,685.47	2,393,877.44

Because this project is largely funded by the State of Illinois, contract requirements are different to those typically administered by the city. The main differences being compliance with State Training and Apprentice Program and an Affidavit of Illinois Business Office. Unfortunately, Fischer Excavating and Civil Constructors did not submit an Affidavit of Illinois Business Office, although they both have their main offices in Illinois. I discussed this omission with IDOT and the city attorney and they both confirmed this is a technicality and can be waived by the city council. A completed affidavit was submitted by Fischer Excavating on 17 January.

Regarding contract funding, IDOT has agreed to allocate \$2,329,682 towards a total estimated project cost of \$2,494,682. The city agreed to fund the difference of \$165,000 in an agreement dated 16 June 2017. The total amount includes \$29,782 for preliminary engineering and \$89,566 for construction engineering, which will be completed by our consultant WHKS Engineers.

Based on the above details the base bid from Fischer Excavating for \$2,359,685.47 represents the best value option.

Item No.	Items	Unit	Quantity	Fischer Excavating		Louie's Trenching		Civil Contractors	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EARTH EXCAVATION	CU YD	15,100	\$15.10	\$228,010.00	12	181,200.00	15	226,500.00
2	ROCK EXCAVATION	CU YD	534	\$73.26	\$39,120.84	0.01	5.34	60	32,040.00
3	RMVL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,844	\$12.10	\$22,312.40	12	22,128.00	11	20,284.00
4	TRENCH BACKFILL	CU YD	1,894.1	\$26.04	\$49,322.36	28	53,034.80	15	28,411.50
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	21,666	\$1.43	\$30,982.38	1.75	37,915.50	1.3	28,165.80
6	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,201	\$21.57	\$25,905.57	30	36,030.00	36	43,236.00
7	GRADING AND SHAPING DITCHES	FOOT	1,085	\$7.71	\$8,365.35	20	21,700.00	4.8	5,208.00
8	SEEDING, CLASS 1A	ACRE	1.7	\$2,730.00	\$4,641.00	2500	4,250.00	2600	4,420.00
9	NITROGEN FERTILIZER NUTRIENT	LB	155	\$1.42	\$220.10	2	310.00	1.35	209.25
10	PHOSPHORUS FERTILIZER NUTRIENT	LB	155	\$1.42	\$220.10	2	310.00	1.35	209.25
11	POTASSIUM FERTILIZER NUTRIENT	LB	155	\$1.42	\$220.10	2	310.00	1.35	209.25
12	MULCH, METHOD 3	ACRE	1.7	\$997.50	\$1,695.75	2000	3,400.00	950	1,615.00
13	TEMPORARY DITCH CHECKS	FOOT	132	\$13.50	\$1,782.00	12	1,584.00	12.75	1,683.00
14	PERIMETER EROSION BARRIER	FOOT	3,424	\$3.00	\$10,272.00	3	10,272.00	2.85	9,758.40
15	INLET AND PIPE PROTECTION	EACH	62	\$175.00	\$10,850.00	180	11,160.00	165	10,230.00
16	SUBBASE GRANULAR MATERIAL, TYPE A 12"	SQ YD	691	\$11.92	\$8,236.72	10	6,910.00	14	9,674.00
17	SUBBASE GRANULAR MATERIAL, TYPE A 18"	SQ YD	15,558	\$18.25	\$283,933.50	15	233,370.00	18	280,044.00
18	SUBBASE GRANULAR MATERIAL, TYPE A 30"	SQ YD	5,417	\$29.38	\$159,151.46	25	135,425.00	28	151,676.00
19	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	2,219	\$7.68	\$17,041.92	4.5	9,985.50	6.5	14,423.50
20	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	754	\$8.27	\$6,235.58	6.5	4,901.00	8.8	6,635.20
21	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	129	\$10.65	\$1,373.85	9	1,161.00	11	1,419.00
22	AGGREGATE SURFACE COURSE, TYPE B	TON	52	\$17.42	\$905.84	25	1,300.00	28	1,456.00
23	BITUMINOUS MATERIAL (PRIME COAT)	TON	5.1	\$600.00	\$3,060.00	630	3,213.00	600	3,060.00
24	AGGREGATE (PRIME COAT)	TON	26.4	\$1.00	\$26.40	1	26.40	1	26.40
25	TEMPORARY RAMP	SQ YD	3,245	\$18.37	\$59,610.65	10	32,450.00	6	19,470.00
26	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	2,377	\$71.00	\$168,767.00	75	178,275.00	71	168,767.00
27	HOT MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,426	\$76.00	\$108,376.00	80	114,080.00	76	108,376.00
28	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	98.9	\$98.00	\$9,692.20	103	10,186.70	98	9,692.20
29	HIGH-EARLY-STRENGTH PCC PAVEMENT 9"	SQ YD	734	\$79.50	\$58,353.00	90	66,060.00	79	57,986.00
30	PCC DRIVEWAY PAVEMENT, 6 INCH	SQ YD	590	\$61.00	\$35,990.00	70	41,300.00	63	37,170.00
31	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	19,970	\$5.90	\$117,823.00	8	159,760.00	8	159,760.00
32	DETECTABLE WARNINGS	SQ FT	216	\$37.00	\$7,992.00	60	12,960.00	40	8,640.00
33	PAVEMENT REMOVAL	SQ YD	481	\$8.37	\$4,025.97	7	3,367.00	9.6	4,617.60
34	DRIVEWAY PAVEMENT REMOVAL	SQ YD	723	\$6.25	\$4,518.75	7	5,061.00	14	10,122.00
35	COMBINATION CURB AND GUTTER REMOVAL	FOOT	548	\$3.66	\$2,005.68	4	2,192.00	11	6,028.00
36	SIDEWALK REMOVAL	SQ FT	3,555	\$1.21	\$4,301.55	1	3,555.00	3.5	12,442.50
37	PIPE CULVERT REMOVAL	FOOT	604	\$10.14	\$6,124.56	4	2,416.00	9.6	5,798.40
38	HANDRAIL, SPECIAL	FOOT	149	\$168.43	\$25,096.07	260	38,740.00	159	23,691.00
39	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	35	\$51.01	\$1,785.35	52.5	1,837.50	53	1,855.00
40	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	45	\$52.91	\$2,380.95	55	2,475.00	58	2,610.00
41	PIPE CULVERTS, CLASS A, TYPE 1 EQ RND-SIZE 15"	FOOT	35	\$80.43	\$2,815.05	75	2,625.00	90	3,150.00
42	PIPE ELBOW, 15"	EACH	1	\$418.17	\$418.17	600	600.00	860	860.00
43	PIPE ELBOW, 24"	EACH	1	\$701.07	\$701.07	900	900.00	640	640.00
44	PRECAST REINFORCED CONC FLRD END SEC 15"	EACH	9	\$572.58	\$5,153.22	650	5,850.00	760	6,840.00
45	PRECAST REINFORCED CONC FLRD END SEC 18"	EACH	2	\$591.57	\$1,183.14	675	1,350.00	680	1,360.00
46	PRECAST REINF CONC FLRD END SEC, EQ RND-SIZE 15"	EACH	2	\$641.51	\$1,283.02	750	1,500.00	740	1,480.00
47	STM SEWERS, HDPE 15"	FOOT	1374	\$46.53	\$63,932.22	50	68,700.00	53	72,822.00
48	STM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	791	\$45.68	\$36,132.88	55	43,505.00	67	52,997.00
49	STM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	37	\$54.15	\$2,003.55	60	2,220.00	66	2,442.00
50	STM SEWERS, HDPE 24"	FOOT	233	\$60.82	\$14,171.06	65	15,145.00	76	17,708.00
51	STM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	49	\$68.78	\$3,370.22	70	3,430.00	84	4,116.00
52	STM SEWER REMOVAL 12"	FOOT	58	\$7.60	\$440.80	20	1,160.00	9.6	556.80
53	STM SEWER REMOVAL 15"	FOOT	253	\$7.59	\$1,920.27	20	5,060.00	9.6	2,428.80
54	STM SEWER REMOVAL 18"	FOOT	92	\$7.58	\$697.36	20	1,840.00	9.6	883.20
55	STM SEWER REMOVAL 24"	FOOT	274	\$7.59	\$2,079.66	20	5,480.00	9.6	2,630.40
56	DUCTILE IRON WATER MAIN TEE, 8" x 6"	EACH	1	\$388.86	\$388.86	650	650.00	620	620.00
57	DUCTILE IRON WATER MAIN TEE, 10" x 6"	EACH	7	\$552.16	\$3,865.12	790	5,530.00	910	6,370.00
58	DUCTILE IRON WATER MAIN TEE, 10" x 8"	EACH	1	\$603.12	\$603.12	827	827.00	990	990.00
59	DUCTILE IRON WATER MAIN TEE, 10" X 10"	EACH	1	\$614.82	\$614.82	900	900.00	1100	1,100.00
60	WATER MAIN 4" (PVC PER AWWA C909, DR 18)	FOOT	7	\$93.82	\$656.74	43	301.00	99	693.00

Item No.	Items	Unit	Quantity	Fischer Excavating		Louie's Trenching		Civil Contractors	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
61	WATER MAIN 6" (PVC PER AWWA C909, DR 18)	FOOT	159	\$72.90	\$11,591.10	46	7,314.00	77	12,243.00
62	WATER MAIN 8" (PVC PER AWWA C909, DR 18)	FOOT	33	\$77.98	\$2,573.34	50	1,650.00	79	2,607.00
63	WATER MAIN 10" (PVC PER AWWA C909, DR 18)	FOOT	952	\$95.62	\$91,030.24	60	57,120.00	82	78,064.00
64	DUCTILE IRON WATER MAIN REDUCER, 8" X 4"	EACH	1	\$196.34	\$196.34	361	361.00	390	390.00
65	WATER VALVES 6"	EACH	5	\$1,002.31	\$5,011.55	1060	5,300.00	1600	8,000.00
66	WATER VALVES 8"	EACH	1	\$1,323.37	\$1,323.37	1475	1,475.00	2000	2,000.00
67	WATER VALVES 10"	EACH	4	\$2,037.77	\$8,151.08	2150	8,600.00	2600	10,400.00
68	WATER VALVES TO BE ADJUSTED	EACH	24	\$300.89	\$7,221.36	350	8,400.00	580	13,920.00
69	DUCTILE IRON WATER MAIN FITTINGS 8" 11.25° BEND	EACH	1	\$258.19	\$258.19	450	450.00	400	400.00
70	DUCTILE IRON WATER MAIN FITTINGS 4" 45.00° BEND	EACH	2	\$151.12	\$302.24	265	530.00	250	500.00
71	DUCTILE IRON WATER MAIN FITTINGS 6" 45.00° BEND	EACH	1	\$198.73	\$198.73	305	305.00	340	340.00
72	DUCTILE IRON WATER MAIN FITTINGS 10" 45.00° BEND	EACH	1	\$448.44	\$448.44	651	651.00	650	650.00
73	DUCTILE IRON WATER MAIN FITTINGS 6" 90.00° BEND	EACH	2	\$216.51	\$433.02	360	720.00	360	720.00
74	WATER SERVICE LINE 1", TYPE K COPPER	FOOT	630	\$74.96	\$47,224.80	60	37,800.00	49	30,870.00
75	CORPORATION STOPS 1"	EACH	30	\$156.00	\$4,680.00	167	5,010.00	190	5,700.00
76	CURB STOP 1" w/ CURB BOX	EACH	30	\$257.76	\$7,732.80	365	10,950.00	550	16,500.00
77	10" X 1" SADDLE	EACH	30	\$295.66	\$8,869.80	290	8,700.00	280	8,400.00
78	ADJUSTING CURB STOP BOXES	EACH	45	\$114.01	\$5,130.45	200	9,000.00	150	6,750.00
79	FIRE HYDRANTS TO BE ADJUSTED	EACH	2	\$762.87	\$1,525.74	1150	2,300.00	1400	2,800.00
80	FIRE HYDRANTS	EACH	3	\$978.18	\$2,934.54	1800	5,400.00	540	1,620.00
81	CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	2	\$297.64	\$595.28	200	400.00	130	260.00
82	PIPE UNDERDRAINS 4"	FOOT	7395	\$10.48	\$77,499.60	15	110,925.00	11	81,345.00
83	CATCH BASINS, TYPE B, TYPE 7 GRATE	EACH	3	\$3,833.02	\$11,499.06	4000	12,000.00	3700	11,100.00
84	INLETS, TYPE A, TYPE 8 GRATE	EACH	2	\$1,088.65	\$2,177.30	1650	3,300.00	1300	2,600.00
85	SINGLE GRATE INLET	EACH	38	\$1,307.96	\$49,702.48	2000	76,000.00	1700	64,600.00
86	48" CIRCULAR SINGLE GRATE INLET	EACH	2	\$1,472.64	\$2,945.28	2200	4,400.00	2000	4,000.00
87	FRAME & GRATE FOR INLET SPEC. (DIST. STND 13.2B)	EACH	35	\$489.40	\$17,129.00	675	23,625.00	450	15,750.00
88	FRAME & GRATE FOR INLET SPEC. (DIST. STND 13.2D)	EACH	5	\$459.56	\$2,297.80	650	3,250.00	450	2,250.00
89	CURB OPENING CASTING (NEENAH #R-3262-3)	EACH	1	\$113.40	\$113.40	220	220.00	430	430.00
90	MANHOLES TO BE ADJUSTED	EACH	15	\$1,015.67	\$15,235.05	500	7,500.00	880	13,200.00
91	REMOVING MANHOLES	EACH	4	\$503.98	\$2,015.92	350	1,400.00	210	840.00
92	REMOVING INLETS	EACH	4	\$444.71	\$1,778.84	300	1,200.00	210	840.00
93	REMOVING INLETS TO MAINTAIN FLOW	EACH	2	\$633.99	\$1,267.98	250	500.00	210	420.00
94	COMBINATION CONC CURB & GUTTER, TYPE B-6.12	FOOT	8074	\$20.50	\$165,517.00	25	201,850.00	27	217,998.00
95	COMBINATION CONC CURB & GUTTER, TYPE B-6.24	FOOT	290	\$41.00	\$11,890.00	30	8,700.00	47	13,630.00
96	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	1	\$3,583.00	\$3,583.00	3762	3,762.00	3583	3,583.00
97	GUARDRAIL REMOVAL	FOOT	129	\$9.65	\$1,244.85	11	1,419.00	9.65	1,244.85
98	STEEL PLATE BEAM GUARDRAIL (SHORT RADIUS)	FOOT	55	\$42.00	\$2,310.00	45	2,475.00	42	2,310.00
99	TRAFFIC CONTROL AND PROTECTION, STND 701801	L SUM	1	\$1,000.00	\$1,000.00	1100	1,100.00	1000	1,000.00
100	PAINT PAVEMENT MARKING - LINE 6"	FOOT	445	\$3.00	\$1,335.00	3.3	1,468.50	3	1,335.00
101	PAINT PAVEMENT MARKING - LINE 24"	FOOT	134	\$6.00	\$804.00	8.8	1,179.20	6	804.00
102	STM SEWER CONNECTION TO EXISTING STM SEWER	EACH	3	\$438.76	\$1,316.28	750	2,250.00	540	1,620.00
103	STM SEWER CONNECTION TO EXISTING INLET	EACH	1	\$440.65	\$440.65	400	400.00	540	540.00
104	MANHOLE/CATCH BASIN CONNECT. OVER EX STM SEWER	EACH	2	\$1,408.18	\$2,816.36	800	1,600.00	800	1,600.00
105	FIRE HYDRANTS TO BE REMOVED & SALVAGED	EACH	3	\$332.98	\$998.94	500	1,500.00	610	1,830.00
106	DUCTILE IRON WATER MAIN FITTING - 10" PLUG	EACH	1	\$117.48	\$117.48	210	210.00	270	270.00
107	PLUG EX WATER MAIN	EACH	15	\$95.75	\$1,436.25	400	6,000.00	410	6,150.00
108	COMBINATION CONC CURB AND GUTTER, TYPE M-4.12	FOOT	91	\$39.75	\$3,617.25	40	3,640.00	41	3,731.00
109	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$7,500.00	\$7,500.00	9083	9,083.00	8650	8,650.00
110	AGGREGATE FOR TEMPORARY CROSSING	TON	400	\$15.78	\$6,312.00	30	12,000.00	19	7,600.00
111	SIDEWALK REPAIR (SPECIAL)	SQ FT	120	\$10.00	\$1,200.00	20	2,400.00	23	2,760.00
112	CONCRETE STEPS	CU YD	2.6	\$2,490.00	\$6,474.00	2000	5,200.00	1300	3,380.00
113	CONCRETE STEP REMOVAL	EACH	3	\$454.80	\$1,364.40	300	900.00	410	1,230.00
114	SEGMENTAL CONCRETE BLOCK RETAINING WALL	SQ FT	644	\$40.00	\$25,760.00	50	32,200.00	75	48,300.00
115	SANITARY SEWER, TYPE 1 8"	FOOT	30	\$229.94	\$6,898.20	100	3,000.00	150	4,500.00
116	UNDERDRAIN CONNECTION TO STRUCTURE	EACH	34	\$223.54	\$7,600.36	200	6,800.00	360	12,240.00
117	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	75	\$50.34	\$3,775.50	40	3,000.00	25	1,875.00
118	DRAIN FOR AGGREGATE BASE COURSE	SQ YD	11	\$24.23	\$266.53	25	275.00	140	1,540.00
119	COMBINATION CONC CURB AND GUTTER, TYPE M-4.12	FOOT	63	\$45.00	\$2,835.00	40	2,520.00	40	2,520.00
120	CONSTRUCTION LAYOUT	L SUM	1	\$27,020.00	\$27,020.00	40000	40,000.00	21500	21,500.00
	<b>TOTAL</b>				<b>\$2,359,685.47</b>		<b>\$2,393,877.44</b>		<b>\$2,472,556.30</b>

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: January 17, 2018

RE: Bond Abatement Ordinances

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

The City has three outstanding bond issues that were used to finance various projects. Ordinances were adopted at the time of each bond sale to pledge sales tax and income tax revenues, instead of property tax, to cover the annual principal and interest payments. When these alternative revenues are sufficient to make the scheduled payments for the year, the City must adopt tax abatement ordinances to inform the County Clerk that the City does not intend to levy property taxes for the debt payments. With the alternative revenues sufficient to make the scheduled payments, I am presenting the tax abatement ordinances for your approval.

The three bond abatement ordinances on the agenda for approval are as follows:

1. Ordinance to abate taxes of \$563,745 for 2010 sewer bonds in 2017 levy year. These bonds refinanced the debt on the wastewater treatment plant.
2. Ordinance to abate taxes of \$307,000 for the 2012A bonds in 2017 levy year. These bonds refinanced downtown project debt.
3. Ordinance to abate taxes of \$111,450 for 2012B bonds in 2017 levy year. These bonds funded part of the Meeker Street Bridge replacement, the wastewater plant solar array, and the downtown flood pump projects.

In addition to the bond abatements, we must adopt an ordinance to abate the City portion of the property taxes for the Palace Campground. The campground was annexed in November 2016 in accordance with an annexation agreement approved by the city council. A 20-year property tax abatement for the current owner was one of the conditions of annexation.

I recommend you complete the first reading of these ordinances, waive the second reading, and adopt the ordinances as presented.

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

**ORDINANCE No. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, of the City of Galena, Jo Daviess County, Illinois.

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

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

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

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated in its entirety;

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

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety, which is the amount of \$563,745.00.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

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

PASSED by the Corporate Authorities on January 22, 2018.

APPROVED: \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2018.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2018, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 22<sup>nd</sup> day of January, 2018 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2017 for the payment of the City’s \$8,735,000 General Obligation Bonds (Alternate Revenue Source), Series 2010, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]

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

**ORDINANCE No. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, of the City of Galena, Jo Daviess County, Illinois.

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

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

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

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated in its entirety;

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

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety, which is the amount of \$307,000.00.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

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

PASSED by the Corporate Authorities on January 22, 2018.

APPROVED: \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2018.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2018, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 22<sup>nd</sup> day of January, 2018 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2017 for the payment of the City’s \$2,620,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012A, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]

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

**ORDINANCE No. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B, of the City of Galena, Jo Daviess County, Illinois.

WHEREAS the City Council (the “*Corporate Authorities*”) of the City of Galena, Jo Daviess County, Illinois (the “*City*”), by an ordinance, adopted on the 11th day of June, 2012 (the “*Ordinance*”), did provide for the issue of \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

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

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

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated in its entirety;

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

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2017 in the Ordinance is hereby abated in its entirety, which is the amount of \$111,450.00.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

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

PASSED by the Corporate Authorities on January 22, 2018.

APPROVED: \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2018.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2018, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B, of the City of Galena, Jo Daviess County, Illinois.

(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 22<sup>nd</sup> day of January, 2018 and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2017 for the payment of the City’s \$945,000 General Obligation Bonds (Alternate Revenue Source), Series 2012B, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA,  
ILLINOIS FOR THE PALACE CAMPGROUND**

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**WHEREAS** the City Council (the "*Corporate Authorities*") of the City of Galena, Jo Daviess County, Illinois (the "*City*"), by an ordinance, adopted on August 8, 2016, authorized the execution of an annexation agreement between the City and Patrick McCarthy and Kristine McCarthy (the "*Owner*"); and

**WHEREAS** on September 8, 2016, the City and the Owner entered into a legal and binding annexation agreement for 31.88 acres of property (the "*Property*") commonly known as the Palace Campground, Parcel Identification Numbers 13-000-079-07, 13-000-079-06, and 13-000-105-06, and as described in Exhibit A, attached hereto and made part hereof; and

**WHEREAS** as part of the annexation agreement, the City agreed to abate on an annual basis the full City portion of the property taxes for the Property in an amount not to exceed \$40,000 or 20 years, whichever comes first; and

**WHEREAS** said abatement is valid only for the current Owner and is not transferrable to any future owner of the Property; and

**WHEREAS** Illinois State Statute 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner; and

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

**Section 1. Abatement of Tax.** The City of Galena hereby orders the Jo Daviess County Clerk to abate one hundred percent (100%) of the City of Galena property taxes for the Palace Campground Property for said taxes levied for the year 2017.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of Jo Daviess, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

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

PASSED by the Corporate Authorities on January 22, 2018.

APPROVED: \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on \_\_\_\_\_, 2018.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF JO DAVIESS            )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Jo Daviess, Illinois, and as such official I do further certify that on the \_\_\_ day of \_\_\_\_\_, 2018, there was filed in my office a duly certified copy of an ordinance entitled:

**AN ORDINANCE ABATING CERTAIN TAXES HERETOFORE LEVIED BY THE CITY OF GALENA, ILLINOIS FOR THE PALACE CAMPGROUND**

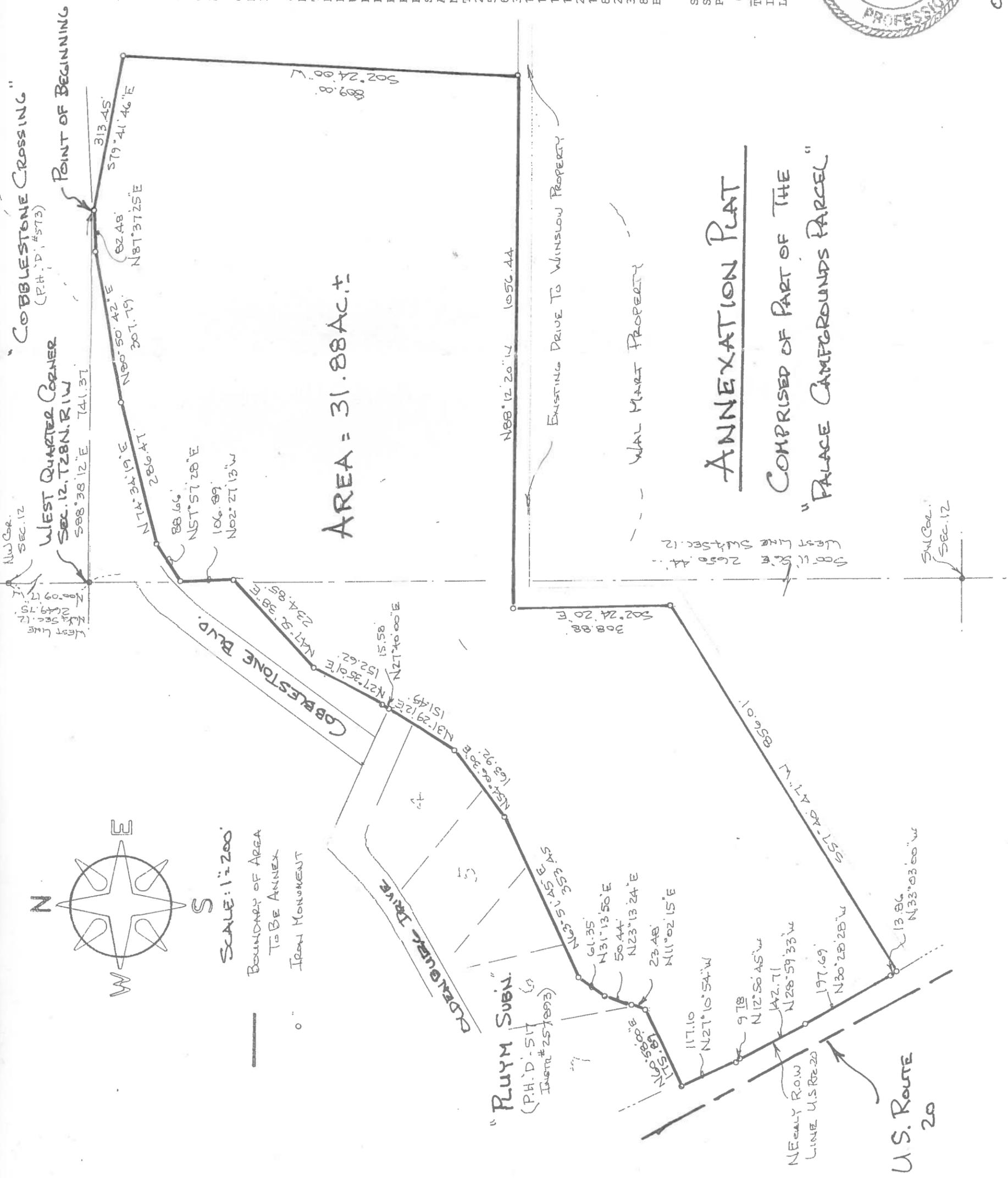
(the “Ordinance”) duly adopted by the City Council of the City of Galena, Jo Daviess County, Illinois (the “City”), on the 22<sup>nd</sup> day of January, 2018 and that the same has been deposited in the official files and records of my office.

I do further certify that the City of Galena property taxes heretofore levied for the year 2017 for the Palace Campground, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
County Clerk, The County of Jo Daviess

[SEAL]



I, TERENCE H. LEIFKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE FOR A BOUNDARY SURVEY.

*Terence H. Leifker*  
TERENCE H. LEIFKER  
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-2423  
LICENSE RENEWAL DATE: 11/30/2016



05/25/2016

ANNEXATION PLAT "PALACE CAMPGROUNDS"  
LOCATED IN PART OF WEST 1/2 OF  
SEC. 12, EAST 1/2 OF SEC. 11,  
T28N, R1W OF 4TH P.M.

Galena Survey Consultants Professional Land Surveyors  
1500 S. Broadway, Galena, IL 60136 815-777-9848

SCALE: 1" = 200'

DATE: 05/25/2016

PROJECT: 16-310-46

DRAWN BY: T.L.

CHECKED BY: T.L.

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council  
 FROM: Janelle Keeffer, Facilities Manager  
 DATE: January 16, 2018  
 RE: 2018 Pool Hours, Rates, and Wages

*Janelle*

Following please find the proposed schedule, hours, rates and employee wages for the 2018 pool season.

### **2018 SCHEDULE AND HOURS**

The last day of Galena Public School is tentatively set for Thursday, May 24. We would like to open the pool for the season on Sunday, May 27 (Memorial Day Weekend). The last day of pool operation would be Tuesday, August 14, which is a two-day extension from what we have offered in the past. Galena Public Schools are expected to resume around Friday, August 17.

Proposed hours of operation remain the same as in 2017.

#### **MONDAY – FRIDAY**

Adult Lap Swim	12:00 PM – 1:00 PM
Open Swim	1:00 PM – 7:00 PM

#### **SATURDAY - SUNDAY**

Adult Lap Swim	11:00 AM – 12:00 PM
Open Swim	12:00 PM – 7:00 PM

#### **LESSONS: JUNE 4 – JULY 27**

##### **MONDAY THRU FRIDAY**

Parent-Child Aquatics (4 days), dates TBA	6:00 PM – 7:00 PM
Children ages 3 - 18 (two week sessions)	9:00 AM – 11:55 AM
Adults (1 Week), dates TBA based on interest	7:00 PM – 8:00 PM

In 2017, we added a diving class mid-season. The class was well received. We would like to add this class to our 2018 offerings, in addition to traditional swim lessons. This class would be offered fourth session, 9:00-9:45 a.m.

*Continued...*

**WAGES**

In 2017, City Council approved raising the base rate of lifeguards to \$9.25 per hour and concessions staff to \$8.75 per hour. New employees would start at base rate. Returning employees would receive a .25 per hour increase to their rate paid in 2017.

Our 2017 pool manager, Frances Beadle, has given notice that she will not be returning this year as she has accepted a year-round position with another company. I have included a proposed range for the new pool manager. The offer to the new manager would be based on level of experience.

Pool Manager	\$14.25 - \$15.75
Pool Supervisor	\$11.25 - \$12.00
Concession Supervisor	\$11.25 - \$13.50
Certified Lifeguard	\$ 9.25 - \$10.25
Concession Staff	\$ 8.75 - \$9.25
Swimming Lessons Coordinator	\$14.25
Swimming Lessons Assistant	\$11.75
Swimming Lessons Instructor	\$ 9.25 - \$10.25

**POOL ADMISSION**

Daily admissions rates will remain the same as in 2017, no increase.

Infants: 0-1 year	FREE
Youth: 5 years & younger	\$3
Students: 6 – 18 years	\$4
Adults: 19 years and older	\$5

**INDIVIDUAL SEASON PASSES**

There are no rate increases proposed for season passes.

	<b>Pre-Pool Opening</b>	<b>Opening Day &amp; Summer</b>
Infants: 0-1 year	FREE	FREE
Youth: 1 – 18 years	\$25	\$30 (.43 per day)
Adults: 19 years and older	\$30	\$35 (.50 per day)

*Continued...*

**LESSONS**

There are no rate increases proposed for swim lessons.

Children ages 3 -18 years	\$30
Junior Lifesaving Class	\$35
Parent – Child Aquatics	\$20
Adult	\$20

**POOL PARTIES**

There are no rate increases proposed for pool parties.

Two-hour pool party for less than 50 people	\$175
\$1 per person charge for attendance over 50 people	

I welcome any questions or thoughts you may have.

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>ANGELA DEVERE (120494)</b>							
011018	1	Invoice	DAMAGE DEPOSIT REFU	01/10/2018	200.00		58.54.929.00
121117	2	Adjustmen	DEPOSIT REFUND	12/11/2017	200.00-		58.54.929.00
Total ANGELA DEVERE (120494):					.00		
<b>AT &amp; T (LOCAL) (103)</b>							
010118	1	Invoice	POOL/PHONE	01/01/2018	42.34		59.55.552.00
010118	2	Invoice	PUBLIC WORKS/PHONE	01/01/2018	46.31		01.41.552.00
010118	3	Invoice	FIRE DEPARTMENT/PHO	01/01/2018	42.50		22.22.552.00
010118	4	Invoice	EMS/PHONE	01/01/2018	42.34		22.22.552.00
010118	5	Invoice	POLICE/PHONE	01/01/2018	225.05		01.21.552.00
010118	6	Invoice	FIRE DEPARTMENT/PHO	01/01/2018	42.04		22.22.552.00
010118	7	Invoice	ADMINISTRATION/PHON	01/01/2018	317.04		01.13.552.00
010118	8	Invoice	FLOOD CONTROL/PHON	01/01/2018	42.34		20.25.515.00
010118	9	Invoice	FINANCE/PHONE	01/01/2018	43.37		01.13.552.00
Total AT & T (LOCAL) (103):					843.33		
<b>AT &amp; T LONG DISTANCE (119065)</b>							
011518	1	Invoice	FIRE DEPARTMENT/LON	01/15/2018	.82		22.22.552.00
011518	2	Invoice	POLICE/LONG DISTANCE	01/15/2018	11.09		01.21.552.00
011518	3	Invoice	ADMINISTRATION/LONG	01/15/2018	40.11		01.13.552.00
Total AT & T LONG DISTANCE (119065):					52.02		
<b>CARD SERVICE CENTER (119840)</b>							
011518	1	Invoice	RENTLY	01/15/2018	30.00		01.13.511.03
011518	2	Invoice	CREATIVE CLOUD	01/15/2018	21.24		01.16.553.00
011518	3	Invoice	RENTLY	01/15/2018	30.00		58.54.532.00
011518	4	Invoice	CONFERENCE	01/15/2018	225.00		01.11.563.00
011518	5	Invoice	OFFICE SUPPLIES	01/15/2018	795.12		01.13.651.02
011518	6	Invoice	PRINTERS	01/15/2018	1,200.00		01.13.830.00
011518	7	Invoice	PRINTERS	01/15/2018	57.00		01.16.830.01
011518	8	Invoice	CHRISTMAS GIVING 2017	01/15/2018	266.67		01.21.919.01
011518	9	Invoice	BARTELL SEWER	01/15/2018	511.75		52.43.850.11
011518	10	Invoice	CREDIT	01/15/2018	79.99-		59.55.929.00
Total CARD SERVICE CENTER (119840):					3,056.79		
<b>CARGILL, INC. (119097)</b>							
2903836155	1	Invoice	SALT	01/02/2018	1,338.74		01.41.614.07
2903843407	1	Invoice	SALT	01/04/2018	1,345.72		01.41.614.07
2903846914	1	Invoice	SALT	01/05/2018	2,688.76		01.41.614.07
Total CARGILL, INC. (119097):					5,373.22		
<b>CIVIC SYSTEMS (865)</b>							
CVC16075	1	Invoice	SOFTWARE ANNUAL SU	12/26/2017	2,025.00		52.43.532.00
CVC16075	2	Invoice	SOFTWARE ANNUAL SU	12/26/2017	2,025.00		51.42.532.00
CVC16075	3	Invoice	SOFTWARE ANNUAL SU	12/26/2017	805.00		13.44.532.00
CVC16419	1	Invoice	PAYROLL SOFTWARE	01/11/2018	1,000.00		52.43.549.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total CIVIC SYSTEMS (865):					5,855.00		
<b>CIVIL MATERIALS (120397)</b>							
110734	1	Invoice	CHIPS	12/31/2017	251.81		15.41.614.01
110734	2	Invoice	FLOOD MAINTENANCE	12/31/2017	60.64		20.25.515.00
Total CIVIL MATERIALS (120397):					312.45		
<b>DIXON, R.K. (1)</b>							
1860876	1	Invoice	COPIES MADE	01/09/2018	198.43		01.13.579.00
Total DIXON, R.K. (1):					198.43		
<b>DRIVE LINE, INC. (285)</b>							
228744	1	Invoice	MISC. VEHICLES	12/14/2017	273.34		01.41.613.12
229181	1	Invoice	MISC. VEHICLES	01/03/2018	70.00		01.41.613.12
229227	1	Invoice	EQUIPMENT	01/05/2018	1,000.00		17.52.514.00
229227	2	Invoice	2012 1-TON	01/05/2018	1,095.86		01.41.613.03
229229	1	Invoice	MISC. VEHICLES	01/05/2018	210.00		01.41.613.12
Total DRIVE LINE, INC. (285):					2,649.20		
<b>DUBUQUE FIRE EQUIPMENT, INC. (631)</b>							
129371	1	Invoice	RECHARGE/INSP. FIRE E	12/21/2017	214.25		22.22.929.00
Total DUBUQUE FIRE EQUIPMENT, INC. (631):					214.25		
<b>FOLEY'S TIRE &amp; AUTO SERVICE, INC. (119917)</b>							
9038	1	Invoice	2014 1-TON CHEVY	01/02/2018	271.90		01.41.613.01
Total FOLEY'S TIRE & AUTO SERVICE, INC. (119917):					271.90		
<b>GALL'S, INC. (712)</b>							
008992804	1	Invoice	UNIFORMS/LORI	12/21/2017	40.47		01.21.471.15
009012946	1	Invoice	LOCKOUT TOOLS	12/27/2017	75.93		01.21.513.06
Total GALL'S, INC. (712):					116.40		
<b>GASSER @ GALENA (24)</b>							
010118	1	Invoice	MISC. SUPPLIES	01/01/2018	3.04		01.13.511.02
010118	2	Invoice	MISC. SUPPLIES	01/01/2018	12.99		01.13.511.07
010118	3	Invoice	MISC. SUPPLIES	01/01/2018	25.98		01.13.511.08
010118	4	Invoice	MISC. SUPPLIES	01/01/2018	66.58		01.41.511.00
010118	5	Invoice	MISC. SUPPLIES	01/01/2018	17.72		01.41.514.11
010118	6	Invoice	MISC. SUPPLIES	01/01/2018	12.55		01.41.613.12
010118	7	Invoice	MISC. SUPPLIES	01/01/2018	114.22		01.41.652.00
010118	8	Invoice	MISC. SUPPLIES	01/01/2018	52.57		01.41.653.00
010118	9	Invoice	MISC. SUPPLIES	01/01/2018	22.45		01.41.840.01
010118	10	Invoice	MISC. SUPPLIES	01/01/2018	28.03		17.52.652.00
010118	11	Invoice	MISC. SUPPLIES	01/01/2018	56.72		22.22.655.00
Total GASSER @ GALENA (24):					412.85		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>GLOBAL REACH INTERNET PROD. (119792)</b>							
85908	1	Invoice	EXCHANGE	12/06/2017	204.00		51.42.929.00
88974	1	Invoice	MONTHLY HOSTING FEE	12/01/2017	115.00		01.13.512.05
89755	1	Invoice	EXCHANGE	01/06/2018	204.00		51.42.929.00
Total GLOBAL REACH INTERNET PROD. (119792):					523.00		
<b>GUY'S TRUCK &amp; TRACTOR SERVICE (119033)</b>							
GW1010334	1	Invoice	REPAIR AIR DRYER 113	01/10/2018	273.18		22.22.655.00
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					273.18		
<b>HOLLAND HEATING, AIR COND (99)</b>							
43991	1	Invoice	DEPOT HVAC	01/03/2018	9,850.00		01.13.511.03
44012	1	Invoice	FURNACE FILTER/SERVI	01/05/2018	154.78		01.13.511.03
Total HOLLAND HEATING, AIR COND (99):					10,004.78		
<b>IFIBER (119998)</b>							
1801070	1	Invoice	IFIBER	01/01/2018	300.00		22.22.652.00
Total IFIBER (119998):					300.00		
<b>IL DEPT. OF COM. &amp; ECON. OPP. (119091)</b>							
011218	1	Invoice	RLF CLOSE OUT	01/12/2018	373,405.25		01.13.999.00
Total IL DEPT. OF COM. & ECON. OPP. (119091):					373,405.25		
<b>INT'L ASSOC. CHIEFS OF POLICE (119489)</b>							
122917	1	Invoice	DUES	12/29/2017	150.00		01.21.561.00
Total INT'L ASSOC. CHIEFS OF POLICE (119489):					150.00		
<b>J &amp; R RENTAL (1014)</b>							
0046753	1	Invoice	PUMP SERVICE	01/04/2018	200.80		20.25.513.00
Total J & R RENTAL (1014):					200.80		
<b>JDWI (235)</b>							
42804	1	Invoice	SR. VAN SERVICES	12/31/2017	833.00		01.13.542.00
42817	1	Invoice	FIRE/RUG SERVICE	12/31/2017	50.00		22.22.538.01
42817	2	Invoice	POLICE/RUG SERVICE	12/31/2017	90.00		01.21.651.00
Total JDWI (235):					973.00		
<b>JO CARROLL ENERGY, INC. (397)</b>							
011518	1	Invoice	ELECTRIC/STREET LIGH	01/15/2018	758.86		15.41.572.00
011518	2	Invoice	PUBLIC WORKS/ELECTRI	01/15/2018	390.75		01.41.571.01
011518	3	Invoice	EMS/ELECTRIC	01/15/2018	80.72		12.10.571.01
011518	4	Invoice	PARKS/ELECTRIC	01/15/2018	178.46		17.52.571.01
011518	5	Invoice	FIRE/ELECTRIC	01/15/2018	86.22		22.22.576.01
011518	6	Invoice	POOL/ELECTRIC	01/15/2018	292.21		59.55.571.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JO CARROLL ENERGY, INC. (397):					1,787.22		
<b>JO DAVIESS COUNTY RECORDER (119379)</b>							
010418	1	Invoice	RECORDING FEE	01/04/2018	104.00		01.14.553.00
Total JO DAVIESS COUNTY RECORDER (119379):					104.00		
<b>LAWSON PRODUCTS, INC. (627)</b>							
9305486929	1	Invoice	SUPPLIES	12/29/2017	284.78		17.52.652.00
Total LAWSON PRODUCTS, INC. (627):					284.78		
<b>LEXISNEXIS RISK SOLUTIONS (376)</b>							
1343164-201	1	Invoice	INVESTIGATION PROGR	12/31/2017	38.00		01.21.652.03
Total LEXISNEXIS RISK SOLUTIONS (376):					38.00		
<b>MIDWEST BUSINESS PRODUCTS (38)</b>							
375498	1	Invoice	COPIER	01/09/2018	175.41		01.21.512.03
Total MIDWEST BUSINESS PRODUCTS (38):					175.41		
<b>MONROE TRUCK EQUIPMENT, INC. (119653)</b>							
5365762	1	Invoice	PLOW ON 2011 FREIGHT	01/08/2018	270.09		01.41.613.06
Total MONROE TRUCK EQUIPMENT, INC. (119653):					270.09		
<b>MONTGOMERY TRUCKING (133)</b>							
166604	1	Invoice	REFUSE HANDLING CON	01/01/2018	13,550.80		13.44.540.04
166604	2	Invoice	RECYCLING CONTRACT	01/01/2018	4,687.20		13.44.540.00
166604	3	Invoice	DUMPSTER RENT	01/01/2018	60.00		13.44.544.03
166604	4	Invoice	DUMPSTER DISPOSAL F	01/01/2018	139.00		01.41.573.00
167108	1	Invoice	DUMPSTER RENT	01/01/2018	45.00		22.22.652.00
Total MONTGOMERY TRUCKING (133):					18,482.00		
<b>MOTOROLA SOLUTIONS - STARCOM (119812)</b>							
3354912120	1	Invoice	MONTHLY RATE FOR ST	01/01/2018	10.00		01.21.549.00
Total MOTOROLA SOLUTIONS - STARCOM (119812):					10.00		
<b>NAPA AUTO PARTS (79)</b>							
010118	1	Invoice	1-TON	01/01/2018	19.98		01.41.613.01
010118	2	Invoice	MISC. EQUIPMENT	01/01/2018	41.94		01.41.613.12
010118	3	Invoice	TOOLS	01/01/2018	309.95		01.41.653.00
010118	4	Invoice	VEHICLE MAINTENANCE	01/01/2018	37.98		20.25.513.00
011518	1	Invoice	OIL FOR SAWS	01/15/2018	49.41		22.22.655.00
Total NAPA AUTO PARTS (79):					459.26		
<b>NW IL LAW ENFORCEMENT EXEC. (118948)</b>							
010118	1	Invoice	DUES	01/01/2018	50.00		01.21.561.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total NW IL LAW ENFORCEMENT EXEC. (118948):					50.00		
<b>PARAMORE HARDWOOD FLOORS (119553)</b>							
011018	1	Invoice	REPAIR TURNER HALL F	01/10/2018	7,900.00		58.54.820.04
Total PARAMORE HARDWOOD FLOORS (119553):					7,900.00		
<b>PARKSON CORPORATION (120501)</b>							
AR1/510207	1	Invoice	WWTP GEAR BOX	12/29/2017	6,501.87		52.43.929.00
Total PARKSON CORPORATION (120501):					6,501.87		
<b>PETTY CASH/POLICE DEPT. (163)</b>							
011618	1	Invoice	POSTAGE	01/16/2018	13.30		01.21.551.00
011618	2	Invoice	MEAL/TRAINING	01/16/2018	12.93		01.21.562.00
011618	3	Invoice	OFFICE SUPPLIES	01/16/2018	3.76		01.21.651.00
Total PETTY CASH/POLICE DEPT. (163):					29.99		
<b>SECURITY PRODUCTS OF DUBUQUE (119890)</b>							
0459917	1	Invoice	ALARM MONITORING	01/02/2017	27.00		01.13.552.00
Total SECURITY PRODUCTS OF DUBUQUE (119890):					27.00		
<b>STEPHENSON SERVICE CO. (119230)</b>							
123117	1	Invoice	FUEL	12/31/2017	1,223.48		01.41.655.00
Total STEPHENSON SERVICE CO. (119230):					1,223.48		
<b>SUPERIOR WELDING SUPPLY (181)</b>							
L4445990	1	Invoice	WELDING SUPPLIES	01/01/2018	40.00		01.41.652.02
Total SUPERIOR WELDING SUPPLY (181):					40.00		
<b>T &amp; T IRON &amp; METALS, INC. (120305)</b>							
63337	1	Invoice	TV RECYCLING	01/02/2018	225.00		13.44.929.00
Total T & T IRON & METALS, INC. (120305):					225.00		
<b>TAMMY'S PIGGLY WIGGLY (120385)</b>							
010518	1	Invoice	PLANT/S. ENDRESS	01/05/2018	55.99		01.21.549.00
Total TAMMY'S PIGGLY WIGGLY (120385):					55.99		
<b>TELEGRAPH HEARLD (118921)</b>							
121917	1	Invoice	SUBSCRIPTION	12/19/2017	144.00		01.11.553.01
Total TELEGRAPH HEARLD (118921):					144.00		
<b>TRI-STATE PORTA POTTY, INC. (908)</b>							
3276	1	Invoice	PARKS/PORTA POTTY	12/30/2017	910.00		17.52.579.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total TRI-STATE PORTA POTTY, INC. (908):					910.00		
<b>UPS STORE GALENA, THE (1260)</b>							
010318	1	Invoice	UPS SHIPPING	01/03/2018	10.62		01.21.551.00
Total UPS STORE GALENA, THE (1260):					10.62		
<b>VAN METER INC. (141)</b>							
S009967823.	1	Invoice	ST. LIGHTS	12/20/2017	642.00		01.41.514.11
S010021558.	1	Invoice	STREET LIGHTS	12/27/2017	856.00		01.41.514.11
S010048845.	1	Invoice	BRIDGE LIGHTS	12/27/2017	640.00		15.41.514.07
Total VAN METER INC. (141):					2,138.00		
<b>VERIZON WIRELESS (316)</b>							
9799056722	1	Invoice	VERIZON JET PACK FOR	01/01/2018	38.01		01.21.652.03
9799056723	1	Invoice	FIRE DEPARTMENT/VERI	01/01/2018	76.02		22.22.652.00
Total VERIZON WIRELESS (316):					114.03		
<b>VINCENT &amp; SONS, J. P. (507)</b>							
010918	1	Invoice	WAR MEMORIAL ENGRA	01/09/2018	255.00		01.11.929.01
Total VINCENT & SONS, J. P. (507):					255.00		
<b>WAL-MART COMMUNITY (CC) (1258)</b>							
011518	1	Invoice	VOLUNTEER APPRECIAT	01/15/2018	22.06		01.11.929.01
011518	2	Invoice	OFFICE SUPPLIES	01/15/2018	106.97		01.21.651.00
011518	3	Invoice	CHRISTMAS GIVING 2017	01/15/2018	1,500.90		01.21.919.01
011518	4	Invoice	LIGHTS	01/15/2018	11.34		01.41.613.12
011518	5	Invoice	MISC. SUPPLIES	01/15/2018	137.78		01.41.652.00
Total WAL-MART COMMUNITY (CC) (1258):					1,779.05		
<b>WEBER PAPER COMPANY (40)</b>							
D040573	1	Invoice	CLEANING SUPPLIES	11/17/2017	25.99		22.22.611.00
D041572	1	Invoice	CITY HALL RESTROOMS	12/08/2017	197.75		01.13.511.08
Total WEBER PAPER COMPANY (40):					223.74		
<b>WHITE CONSTRUCTION CO., INC. (119359)</b>							
010118	1	Invoice	CLEANING SERVICES/TU	01/01/2018	300.00		58.54.537.01
010118	2	Invoice	TURNER HALL JANITORI	01/01/2018	350.00		58.54.536.00
Total WHITE CONSTRUCTION CO., INC. (119359):					650.00		
<b>WITMER PUBLIC SAFETY GROUP, INC. (120423)</b>							
E1678688.00	1	Invoice	NEW EQUIPMENT	01/08/2018	43.48		22.22.840.00
Total WITMER PUBLIC SAFETY GROUP, INC. (120423):					43.48		
Grand Totals:					449,117.86		

Vendor number hash: 3484853  
Vendor number hash - split: 5052592  
Total number of invoices: 67  
Total number of transactions: 119

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	449,117.86	449,117.86
Grand Totals:	449,117.86	449,117.86