City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

TUESDAY, NOVEMBER 12, 2019

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

ITEM	DESCRIPTION
19C-0437.	Call to Order by Presiding Officer
19C-0438.	Roll Call
19C-0439.	Establishment of Quorum
19C-0440.	Pledge of Allegiance
19C-0441.	Reports of Standing Committees
19C-0442.	Citizens Comments • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker

PUBLIC HEARINGS

None.

LIQUOR COMMISSION

ITEM	DESCRIPTION	PAGE
19C-0443.	Discussion and Possible Action on an Application for a Corporation Manager's Liquor License for Claire M. Lemery, for Ashton James, Inc., DBA, Indigo Bar LLC, 500 Wild Indigo Lane	4-6

CONSENT AGENDA CA19-23

ITEM	DESCRIPTION	PAGE
19C-0444.	Approval of the Minutes of the Regular City Council Meeting of October 25, 2019	7-10
19C-0445.	Approval of Change Order #3 to Extend Completion Date of Downtown Sidewalk Replacement Project to May 29, 2020	11-12
19C-0446.	Acceptance of September 2019 Financial Report	--

CONSENT AGENDA CA19-23

ITEM	DESCRIPTION	PAGE
19C-0447.	Approval of the Third Annual Galena River Trail Half Marathon on October 31, 2020	13

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
19C-0430.	Second Reading and Possible Approval of an Ordinance Modifying Monthly Service Fees and Charges for the Waterworks System	14-17

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
19C-0447.	Presentation of Comprehensive Economic Development Strategy for Northwest Illinois by Daniel Payette, Executive Director, Blackhawk Hills Regional Council	--
19C-0448.	Presentation of the Fiscal Year 2018-19 Annual Financial Report by O'Connor Brooks & Co.	--
19C-0449.	Discussion and Possible Action on the Modification and Renewal of the Destination Marketing Management Agreement with Jo Daviess County and the Galena/Jo Daviess Office of Tourism	18-30
19C-0450.	Discussion and Possible Action on Establishing the Amount of the 2019 Tax Levy for Taxes to be Collected in 2020	31-42
19C-0451.	Discussion and Possible Action on the First Amendment to a Joint Funding Agreement with the U.S. Geological Survey for Water Resources Investigations	43-48
19C-0452.	Discussion and Possible Action on the First Amendment to a Funding Agreement with the League of Women Voters for Water Resource Investigations	49-51
19C-0453.	Discussion and Possible Action on a Contract IIW Engineering for Project Plan Preparation for the West Side Water Tower Elimination Project	52-61
19C-0454.	Discussion and Possible Action on a Contract with Community Funding and Planning Services for EPA Loan Application Preparation Services for the West Side Water Tower Elimination Project	52-61

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
19C-0455.	Warrants	62-80
19C-0456.	Alderpersons' Comments	
19C-0457.	City Administrator's Report	
19C-0458.	Mayor's Report	
19C-0459.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	PLACE
Zoning Board of Appeals	Wed. Nov. 13	6:30 P.M.	City Hall, 101 Green Street
City Council	Mon. Nov. 25	6:30 P.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. Dec. 5	6:30 P.M.	City Hall, 101 Green Street

Please view the full City of Galena Calendar at www.cityofgalena.org
Posted: Thursday, November 7, 2019 at 4:00 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: October 31, 2019

TO: Honorable Mayor Terry Renner & City Alderpersons

FROM: Chief Lori Huntington

RE: Application for Corporation Manager Liquor License – Claire M. Lemery for Ashton James, Inc., DBA Indigo Bar LLC, 500 Wild Indigo Lane, 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 appled.

H15

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: Claire Lemeny Date of Birth: 3/12/1996

Address: 925 Hathaway St. Platteville WI 53818
City State Zip

Driver License #: L560-1139-6674

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

1. 10780 Golf View Dr., Galena, IL 61036
2.
3.

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

1. N/A
2.
3.

Class of liquor license you will be managing: K

Location of premises you will be managing: 500 Wild Indigo Ln, Galena IL

Name of Establishment (as it appears on the liquor license): Ashton Hill Farm

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, Claire Lemery, being duly sworn on oath, state that the facts set forth in the above application are turn and correct.

Claire Lemery 10/28/19

Applicant's Signature **Date**

Mary Beth Hyde 10/28/19

Notary's Signature **Date** **Commission Expiration**

OFFICIAL SEAL
MARY BETH HYDE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/03/21

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 28 OCTOBER 2019

19C-0419 – 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 28 October 2019.

19C-0420 – ROLL CALL

Upon roll call, the following members were present: Allendorf, Bernstein, Hahn, Kieffer, McCoy, Westemeier, Renner

19C-0421 – ESTABLISHMENT OF QUORUM

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

19C-0422 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

19C-0423 - REPORTS OF STANDING COMMITTEE

No reports.

19C-0424 – CITIZENS COMMENTS

Nate Tracy, 12176 Duane Drive – Tracy stated he is looking to start a business in Galena in the coming year. He is proposing to open an arcade business with the option of smoking recreational cannabis. He questioned where such business would be allowed. He was advised to talk to the Building Inspector and Zoning Administrator.

LIQUOR COMMISSION

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

Discussion: None.

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

The motion carried.

19C-0425 – DISCUSSION AND POSSIBLE ACTION ON AN APPLICATION FOR A CLASS K LIQUOR LICENSE FOR MEGAN A. KNATZ, DBA, INDIGO BAR LLC, 500 WILD INDIGO LANE (ASHTON HILL FARM)

Motion: Kieffer moved, seconded by Allendorf, to approve the application for a Class K Liquor License for Megan A. Natz, DBA, Indigo Bar LLC, 500 Wild Indigo Lane, Ashton Hill Farm, 19C-0425.

Discussion: None.

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

The motion carried.

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

Discussion: None.

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

The motion carried.

CONSENT AGENDA CA19-22

19C-0426 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2019

19C-0427 – APPROVAL OF A GENERAL PUBLIC TRANSPORTATION AGREEMENT WITH JO DAVIESS COUNTY TRANSIT FOR THE PERIOD MAY 1, 2019-APRIL 30, 2020

19C-0428 – APPROVAL OF EMERGENCY PURCHASE OF SEWER PUMP FOR THE MEEKER STREET SEWER PUMP STATION

Motion: Allendorf moved, seconded by Bernstein, to approve Consent Agenda, CA19-22.

Discussion: Bernstein recommended adding information about the transit to the city's website.

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

The motion carried.

NEW BUSINESS

19C-0429 – QUARTERLY REPORT BY THE GREATER GALENA MARKETING INITIATIVE (GGMI)

Rose Noble gave the quarterly report for the Greater Galena Marketing Initiative (GGMI).

19C-0430 – FIRST READING OF AN ORDINANCE MODIFYING MONTHLY SERVICE FEES AND CHARGES FOR THE WATERWORKS SYSTEM

Motion: Hahn moved, seconded by Kieffer, to approve the first reading of an ordinance modifying monthly service fees and charges for the waterworks system.

Discussion: None

Roll Call: AYES: Hahn, Kieffer, McCoy, Westemeier, Allendorf, Bernstein,
NAYS: None

The motion carried.

19C-0431 – QUARTERLY WATER AND SEWER OPERATIONS AND MAINTENANCE REPORT FROM U.S. WATER

Matt Trotter gave the quarterly update.

- We have been with US Water for three months. All of the processes and procedures have been updated. US Water brings a lot of value to town. Trotter stated there is a lot less corporate obligation which allows him to meet the needs of the city.
- Non-revenue water looks better. We are currently at 8 percent unaccounted water. He hopes winter won't be bad and they will be able to keep that number low.
- On the wastewater collection side, we are pumping a lot of river and rain water. Approximately 70 percent pumped is river and rain water. He will be looking at ways to address that. He noted there are old pipes near the old wastewater plant that are deep and hard to address. They will look at developing a plan to address those.
- Louie's replaced some fire hydrants and valves. They are working at getting the old stuff out of the system.
- There were two water leaks. One was on Highway 20. The Public Works Department as well as Louie's Trenching and 5-Star Plumbing took care of that one. The second leak was on a 2-inch line. Andrew was able to fix it live.
- Peerless Well and Pump is looking at Well 6. The work should be completed this week and will be back up and running next week.

Bernstein questioned if the list of water meters that had to be repaired lost billing when the meters were dysfunctional. Trotter stated there was probably a small amount of revenue loss.

19C-0432 – WARRANTS

Motion: Kieffer moved, seconded by Hahn, to approve the Warrants as presented, 19C-0432.

Discussion: None.

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

The motion carried.

19C-0433 – ALDERPERSONS' COMMENTS

Halloween Parade – Council thanked everyone involved with the Halloween parade. The rain didn't even dampen the spirits!

Sustainable Cities Conference – Bernstein reported she had the opportunity to attend the Sustainable Cities Conference in Dubuque. She was amazed at how much information there was about preparing and mitigating the affects of severe weather. As opportunity arises, she will pass along the information.

Turner Hall – Bernstein thanked Janelle Keeffer and the Galena Foundation for all of their hard work over the years on Turner Hall. She congratulated them on receiving the Driehaus Award.

Halloween Parade – Westemeier stated he talked to Chief Huntington. She agrees there needs to be more a police presence in the future. Westemeier also recommended getting the Chamber more involved when it comes to setting things up downtown and tearing it down.

Allendorf stated the parade is nominally the chambers event. The chamber is doing what they can do to promote the event. They have to rely on the help from the city. He commended everyone for doing a fantastic job and stated it was very impressive.

19C-0434 – CITY ADMINISTRATOR'S REPORT

Halloween Parade – Moran stated he is glad to have the parade behind us. He thanked Lori Huntington and Jim Rigdon for their work. He noted it is hard to understand everything they do to

make it happen. Meetings begin in June. Moran stated the chamber did what they needed to do adding it is hard to find volunteers. It was a great event.

Audit Presentation – Pat McCarthy will make a presentation on the audit at the next meeting

VisitGalena Contract Renewal – The next agenda will include renewal of the VisitGalena contract.

Parking Plan – Moran stated he is working on a matrix to keep everyone up to date on what is happening with the parking plan.

19C-0435 – MAYOR'S REPORT

Mayor Renner thanked all for their work on the Halloween Parade. There was an extremely large crowd. Everyone does a great job and it means a lot to the town.

Snow plows are ready!

19C-0436 – ADJOURNMENT

Motion: Hahn moved, seconded by Kieffer to adjourn.

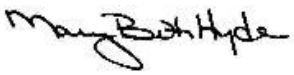
Discussion: None.

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

The motion carried.

The meeting adjourned at 7:02 p.m.

Respectfully submitted,



Mary Beth Hyde
City Clerk

CHANGE ORDER

NUMBER: 3

PROJECT: **Sidewalk Replacement Program**

OWNER: **City of Galena**

ADDRESS: 101 Green Street, Galena IL 61036

CONTRACTOR: **Louie's Trenching Service**

ADDRESS: **9720 US RT 20 West, IL 61036**

ENGINEER/ARCHITECT: **City of Galena**

DESCRIPTION OF CHANGE ORDER

You are directed to make the following changes to the contract documents:

Ref. #	Work Item	Justification	Quantity	Unit Cost	Amount $
1	Extend substantial completion date to 29 May 2020	Construction work was delayed due to conflicting work at the Green Street Post Office. This sidewalk was to have been installed as part of the contract but after lengthy negotiation the Post Office decided to complete this work themselves. No cost change.			-
	TOTAL				**-**

ATTACHMENTS: (List items and dates below)

CHANGE IN CONTRACT PRICE:

Original contract price, including alternates	$	345,250.00
Net change previous change orders	$	28,155.00
Revised contract price with previous change orders	$	373,405.00
Net change of this change order	$	-
Contract price with all approved change orders	**$**	**373,405.00**

CHANGE IN CONTRACT TIME

Original contract substantial completion date	28-Jun-19
Contract completion date adjustment previous change order	12-Jul-19
Contract completion date adjustment this change order	29-May-20
Adjusted contract substantial completion date including change orders	29-May-20

Recommended by:

ENGINEER Date

Approved by:

OWNER Date

Approved by:

CONTRACTOR Date

November 6, 2019

Mark and members of the City Council:

Alicia Edmonds and I (Megan Weber) are proposing to you a half-marathon and 8K run on the Galena River Trail on October 31, 2020. We recently hosted the City of Galena's second Half Marathon on October 26, 2019. We had 378 people register (58 more than last year) and we considered it a great success! We believe this race contributed to a successful weekend in Galena for many out of town visitors. 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)! A great number of our registrants were repeat runners from last year's race! Many of our volunteers hear how much everyone enjoys the course and visiting the City on that weekend.

We will be purchasing, as we did this year, our own Commercial General Liability Insurance and have a 'Release, Indemnification and Hold Harmless Agreement'. 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 again this year. 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. We also bring in a dumpster and recycling bins to help with waste. We will also increased the number of volunteers in the Depot Parking Lot, as this was an area we found needed improvement, and brought increased safety to our runners by doing so.

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. With the money raised this year, we benefitted 3 local families and will continue to benefit our town in some way in years to come. Thank you very much for your consideration in this manner. We believe our race was a success this year and want to carry on the tradition of offering a Fall Half Marathon on the beautiful Galena River Trail!

Sincerely,

Alicia Edmonds & Megan Weber

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: October 21, 2019

RE: Water Rate Increases

At the October 15 council meeting, we reviewed the rate study and possible water rate increases for the East Side Project and general operations and maintenance of the waterworks. To finalize the rate increases, I prepared the attached ordinance for your consideration. The proposed increases are shown in Table 1 below.

Table 1. Water Fund Rate Increases: May 1, 2020

Revenue Use	Rate Increase	Rate Type	New Rate	Effective Date
East Side Project debt	$2.29	Base	$6.32	May 1, 2020
Operating expenses	$0.74	Per 1,000 gallons	$5.46	May 1, 2020

If adopted, the rate increases would be effective May 1, 2020. Our water customers would be notified of the increases on the March 2020 utility bills. Information about the increases would also be presented in the Gazette and on our website.

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

Ordinance #_____

An Ordinance **"Modifying Monthly Service Fees and Charges for the Waterworks System"**, of the Code of Ordinances of the City of Galena

Adopted by the City Council of the City of Galena this _ day of _____, 2019.

Published in pamphlet form by authority of the City Council of the City of Galena, Jo Daviess County, Illinois, this _____ day of _____, 2019.

STATE OF ILLINOIS)
) City of Galena
COUNTY OF JO DAVIESS)

CERTIFICATE

I, Mary Beth Hyde, certify that I am the duly elected and acting municipal clerk of the City of Galena, Jo Daviess County, Illinois.

I further certify that on the _____ day of _____, 2019, the Corporate Authorities of said municipality passed and approved Ordinance No. _____ entitled "Modifying Monthly Service Fees and Charges for the Waterworks System", of the Code of Ordinances of the City of Galena, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing the ___ day of _____, 2019 and commencing for at least ten (10) days thereafter.

Dated at Galena, Illinois, this ____ day of _____, 2019.

_____
Mary Beth Hyde
City Clerk

(Seal)

ORDINANCE NO. _____

AN ORDINANCE "MODIFYING MONTHLY SERVICE FEES AND CHARGES FOR THE WATERWORKS SYSTEM" OF THE GALENA CODE OF ORDINANCES

WHEREAS, the City of Galena owns and operates a waterworks system, and

WHEREAS, the City of Galena charges users of the waterworks system fees that are used to operate and maintain the system, and

WHEREAS, the Mayor and City Council have determined that additional revenue is needed to fund the debt service on the planned 2020 East Side Water Project and to support the costs of operating and maintaining the waterworks system, and

WHEREAS, increasing the fees charge to users of the waterworks system will generate additional revenue.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALENA, ILLINOIS, AS FOLLOWS:

SECTION I: As authorized by Chapter 51, § 51.009 (A) of the Galena Code of Ordinances, the City Council hereby sets the monthly water service fees and charges for the waterworks system, effective May 1, 2020, as follows:

(1) Base fee. A service fee per monthly period of $6.32.
(2) User fee. A user charge of $5.46 per 1,000 gallons.

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

SECTION III: Passed on this _____ day of October, A.D., 2019 in open Council.

SECTION IV: This ordinance shall be in full force and effect on May 1, 2020 after its passage, approval and publication in pamphlet form as provided by law.

AYES: **NAYS:**

APPROVED this _____ day of October 2019.

_____

TERRY RENNER, MAYOR

ATTEST:

_____

MARY BETH HYDE, CITY CLERK

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: November 1, 2019

RE: Destination Marketing Management Agreement

In May 2017, Jo Daviess County and the City of Galena entered into a destination marketing agreement with the Galena/Jo Daviess Office of Tourism (now operating as "Galena Country Tourism" at VisitGalena.org). The agreement is set to expire on June 30, 2020. Galena Country Tourism (GCT) is reaching out to the County and City to initiate the renewal of the agreement.

The County recently reviewed the agreement at the committee level and the full County Board approved the draft attached to this report. Also attached is a summary of the changes approved by the County with comments from GCT. In the far-right column of the summary, I included suggestions for how the City might respond to the proposed changes.

Perhaps the most notable proposed change is an increase of the amount of hotel tax collections to be retained by the County to offset their costs of tax collection, administration and enforcement. Under the current agreement, the County retains $18,000 annually. Under the proposed agreement, the County would retain 8% of total taxes collected in the County. This equates to approximately $67,000 annually. The GCT Board of Directors has tentatively agreed to the 8% retention.

The current negotiations present the opportunity for the City to consider a proposal to retain a portion of the Galena hotel tax for administration and/or tourism promotion. During the last contract year, $601,000 of hotel tax was collected by the City from lodging properties in Galena. Eight percent of this amount would be $48,000. The City has always transferred 100% of the hotel tax collected in the city to the destination marketing organization.

If the City were to retain a percentage of the hotel tax, the funds must be spent in accordance with the state statute (attached). Possible uses for the funds might include, staffing and overhead for tax collection, administration, and enforcement, personnel costs (police and public works) for tourism-related events such as Country Fair, Octoberfest and the Halloween Parade, and community projects that would enhance Galena as a tourism destination.

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

Hotel Tax Statute

(65 ILCS 5/8-3-14) (from Ch. 24, par. 8-3-14)

Sec. 8-3-14. Municipal hotel operators' occupation tax. The corporate authorities of any municipality may impose a tax upon all persons engaged in such municipality in the business of renting, leasing or letting rooms in a hotel, as defined in "The Hotel Operators' Occupation Tax Act," at a rate not to exceed 6% in the City of East Peoria and in the Village of Morton and 5% in all other municipalities of the gross rental receipts from such renting, leasing or letting, excluding, however, from gross rental receipts, the proceeds of such renting, leasing or letting to permanent residents of that hotel and proceeds from the tax imposed under subsection (c) of Section 13 of the Metropolitan Pier and Exposition Authority Act, and may provide for the administration and enforcement of the tax, and for the collection thereof from the persons subject to the tax, as the corporate authorities determine to be necessary or practicable for the effective administration of the tax. The municipality may not impose a tax under this Section if it imposes a tax under Section 8-3-14a.

Persons subject to any tax imposed pursuant to authority granted by this Section may reimburse themselves for their tax liability for such tax by separately stating such tax as an additional charge, which charge may be stated in combination, in a single amount, with State tax imposed under "The Hotel Operators' Occupation Tax Act".

Nothing in this Section shall be construed to authorize a municipality to impose a tax upon the privilege of engaging in any business which under the constitution of the United States may not be made the subject of taxation by this State.

Except as otherwise provided in this Division, the amounts collected by any municipality pursuant to this Section shall be expended by the municipality solely to promote tourism and conventions within that municipality or otherwise to attract nonresident overnight visitors to the municipality.

No funds received pursuant to this Section shall be used to advertise for or otherwise promote new competition in the hotel business.

Destination Marketing Management Agreement

2020 Renewal Proposal: Summary of Proposed Changes

Section	Proposed Change by County	Galena Country Tourism Comment	City of Galena Comment (Proposed)
Sec. E4	"The parties agree $442,000 shall remain in the jo Daviess County Tourism Promotion Fund (027)." These are funds that carried over from the Jo Daviess County Convention and Visitors Bureau.	GCT would like language added that earmarks this fund is to be used on tourism promotion only.	The City does enter an opinion on this issue.
Sec. E5a	The County would keep 8% of the total hotel taxes collected for covering the actual costs of administration and enforcement of the tax. The County currently receives $18,000 of the tax each year. The proposed change would increase the distribution to approximately $67,000 annually.	GCT would like language added to lock the 8% for 10 years. The 8% would not be negotiable at any year-end renewal.	If the City were to propose the retention of any of the collections, the use of the funds would need to be for collection, administration, enforcement, or tourism promotion in accordance with the state statute (ILCS 5/8-3-14).
Sec. E6f	Remove the requirement for GCT to retain between 15% and 25% of its working capital as savings.	While GCT would continue to maintain a cash reserve, they would like the flexibility to devote more funds to promotion.	The City is supportive of this change since GCT has demonstrated good financial management.
Sec. E7a	The County proposes the contract date to begin on December 1, 2019 instead of July 1, 2020 to align with the County fiscal year.	GCT would like the contract start date to remain July 1 to correspond with its fiscal year and the State fiscal year.	The City's fiscal year begins May 1 and differs from the County and GCT. While we do not have a strong opinion on this issue, we believe a contract term aligned with the GCT fiscal year would be most efficient for the financial management and success of the organization.
Sec. E7j	The County proposes to change the dates of the quarterly reports by GCT to correspond with the proposed change of the agreement start date.	GCT proposes to keep the quarterly report dates the same and in alignment with the State fiscal year.	The City is agreeable with the current contract language regarding start date and reporting. If, however, the start date changes to December 1, the City is agreeable to the reporting schedule.
Sec. E7a	The County is agreeable to a proposal from GCT for the agreement to automatically renew for one-year terms to a maximum of 10 years. The agreement could be terminated with six months written notice from any party.	GCT would like the written notice of termination to be no later than eight months prior to renewal date on July.	The City is agreeable to the proposed term and supports the six month notice requirement for termination.
Sec. E7b	The parties would not be required to meet prior to renewing the contract.	GCT is agreeable to this change.	The City is agreeable to annual renewal without meeting. Our interpretation is that a meeting would be required if any party desires to meet with one or more of the other parties.
Sec. E10n	The County proposes the contract date to begin on December 1, 2019 instead of July 1, 2020 to align with the County fiscal year (same as in Sec. E7a).	GCT proposes to keep the start date as July 1, 2020.	See comment for Sec. E7a.

DESTINATION MARKETING MANAGEMENT AGREEMENT

On this (**date contract is signed), 2019**, the undersigned, Jo Daviess County, Illinois, hereinafter referenced as "County," and City of Galena, Illinois, hereinafter referenced as "City," and Galena/Jo Daviess Office of Tourism, an Illinois not-for-profit Corporation, hereinafter referenced as "Corporation," hereby, (individually each entity is as a "Party" and collectively all entities are referenced as the "Parties") for their Agreement, state as follows:

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

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

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

WHEREAS, Corporation is an organization whose mission is:

A.) To implement the best and most productive program possible for the expenditure of Hotel/Motel Tax funds collected by County and City for the purposes of promoting tourism within the City of Galena and Jo Daviess County;

B.) To provide appropriate marketing, trade and other publications, a Web site and other electronic means of communication with the public to facilitate growth of the tourism industry in Jo Daviess County, Illinois and the City of Galena;

C.) To work as a countywide organization for the purpose of improving demand for all segments of the tourism industry while assuring that the activities of the Corporation are not directed to the benefit of any private individual or entity other than the overall benefit of the tourism industry in County and the surrounding area;

D.) To review, identify and implement marketing plans, programs and projects that encourage tourism and overnight visitors to the County and the City of Galena;

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

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

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

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

1.) County and City hereby engage Corporation to promote tourism for and in County and surrounding area by committing to deliver Hotel/Motel Tax funds for the promotion of tourism in Jo Daviess County, Illinois and the City of Galena consistent with the statutorily provided requirements for municipalities and counties.

2.) Corporation accepts said engagement and agrees to satisfy and fulfill the above listed purposes to assure compliance with the requirements of said statutes.

3.) This Agreement shall be construed as two separate agreements, one between the County and the Corporation, and one between the City and the Corporation. No rights or obligations shall exist between the City and the County under this Agreement. This Agreement may be terminated in accordance with the terms and provisions herein with respect to the City or the County without affecting the enforceability of this Agreement with respect to the remaining two parties.

4.) It is the intention of all the parties to this Agreement to merge all destination marketing activities currently engaged in by the County and the City, either directly or indirectly, into the Corporation. ~~**To this end, the County shall take the necessary steps to transfer to the Corporation the entire account balance from the Jo Daviess County Tourism Promotion Fund (027) less the fiscal year 2017 Minimum Year End Fund Balance Policy amount of $442,000, which the**~~ **The parties agree** $442,000 shall remain in the Jo Daviess County Tourism Promotion Fund (027). ~~**The County shall take all reasonable and necessary steps to transfer**~~ **The County has previously transferred** the State DMO Certification to the Corporation. In the event this Agreement is terminated for any reason, the Corporation shall have no rights to maintain the State DMO Certification and shall immediately take all reasonable and necessary steps to transfer the State DMO Certification back to the County. ~~**The Corporation shall use reasonable efforts to employ all personnel currently employed, either directly or indirectly, by the County and the City for tourism marketing purposes with the exception of Director/CEO level positions. Tourist information centers, websites and other marketing programs currently used by the County and the City shall be managed by the Corporation, and may be terminated, expanded or left the same, all at the Corporation's discretion.**~~

5.) County and City Funding and Reporting.

a) County and City agree to pay monthly to Corporation all said Hotel/Motel Tax revenues collected, **except the County shall keep 8% from the monthly distribution of Hotel/Motel tax revenue paid to Corporation to cover the actual costs of the administration and enforcement of the Hotel/Motel Tax, including, but not limited to, the costs of collecting and disbursing said Hotel/Motel Tax revenues.** ~~**The County and City may submit invoices to the Corporation to recover the actual costs, not to exceed $18,000 annually, for the administration and enforcement of the Hotel/Motel Tax, including, but not limited to, the costs of collecting and disbursing said Hotel/Motel Tax revenues. The Corporation shall pay the County and City the full amount of the costs for the administration and enforcement of the Hotel/Motel Tax listed in the invoice within 30 days of receipt of the invoice.**~~

b) County and City shall pay said Hotel/Motel Tax collected the previous month to Corporation on or before the third Friday of the each month, commencing the effective date of this Agreement.

c) County and City agree to prepare and deliver to Corporation by the third Friday of each month a report listing the Hotel/Motel Tax payments collected from each lodging business registered with the County or City for the preceding month and any registered lodging business delinquent in payment of said tax due the preceding month.

6.) Corporation Accounting and Reporting.

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

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

c) Review of Financial Reports. The Corporation shall answer any reasonable inquiry or request for additional information made by either the County or the City within 30 days of such a request, provided such request is in writing and dated.

d) Annual Audit. The Corporation shall have an independent accounting firm conduct a financial audit of the Corporation's financial accounts annually and shall provide a copy of the independent audit of the Corporation's financial information to the County and City within 30

days after the Corporation has received the results of such independent audit.

e) Inspection or Special Audit. The City and the County have the right to inspect, at any time, the books and records of the Corporation and/or hire an independent accounting firm to do the same. The Corporation shall have an independent accounting firm conduct a financial audit of the Corporation's financial accounts within 30 days after the departure of any Chief Executive Officer.

~~**f) Working Capital and Reserves. The Corporation shall maintain available working capital equal to not less than 15% and not more than 25% of its annual budgeted operating expenses by setting aside a small portion of its monthly income until such goal is achieved.**~~

g) The Corporation agrees to maintain records and create reports in accordance with Generally Accepted Accounting Principles.

h) Fiscal Year. The Corporation shall establish a July 1 – June 30 Fiscal Year to coincide with the State of Illinois Fiscal Year.

i) The Corporation shall submit the Corporation Board meeting minutes, occupancy rates, visitor center activity and website traffic for each month to the County and the City within 30 days following the end of the applicable month.

j) The Corporation shall send a representative to report in person to the City Council and the County Board **at the monthly meetings of their respective boards during the months of January, April, July and October** ~~**in September, January, and March**~~, with a full budget presentation ~~**in June of each year**~~ **at the April monthly meeting of each respective board,** regarding its year-to-date results and planned activities in the future.

7.) Term and Termination.

a) The term of this AGREEMENT shall **be for a period of one (1) year beginning on December 1, 2019, and shall automatically renew for successive one (1) year terms, for a maximum of ten (10) years, thereafter until and unless either party provides the other party with a written notice of intent to terminate this AGREEMENT, and this written notice must be sent by certified mail no later than six (6) months prior to the renewal date on December 1 of the successive year, or unless this AGREEMENT is** ~~**commence on July 1, 2020 and shall terminate on proposed termination date unless**~~ terminated earlier in accordance with the provisions of this Agreement.

b) Representatives of the parties to this contract shall meet to review this agreement ~~**on an annual**~~ **annually, unless the parties agree there is no need to meet that year** . The process of the annual agreement review shall be completed no later than **July 1 each year** ~~**and every other year thereafter**~~. At the time of the review, the aforesaid representatives of the parties may agree to extend, revise or amend the contract. The extension, revisions or amendments, if any, will have to be approved or rejected by the Jo Daviess County Board, the Galena City Council and the Corporation's Board of Director's within 30 days after the annual

review.

c) Termination for Cause - The Agreement may be immediately terminated by any Party to this Agreement if another Party files for bankruptcy or becomes insolvent.
d) The Agreement may be terminated immediately by the County or the City in the event that any amount of hotel/motel tax delivered to the Corporation by the County or the City is used for purposes other than as specified by the applicable statutes.
e) The Agreement may be terminated by any Party if any other Party violates any other term or condition of the Agreement and such term or condition is not cured within 30 days after written notice specifying such violation.
f) The Agreement will terminate immediately if Certification from the Illinois Office of Tourism is revoked due to negligence or malfeasance by the Corporation or failure to meet standards and requirements necessary for State Certification.
g) The Agreement may be terminated immediately if an audit reveals serious errors or omissions to the Corporation's financial statements that have been reported to the County and/or City as provided herein.
h) The Agreement may be terminated immediately if any Party knowingly, intentionally or recklessly communicates any materially false or misleading representation or warranty to the other Party.
i) The Agreement may be terminated immediately by the County and/or City if the Corporation removes any of the board of directors positions, from the Corporation's Board of Directors, that represent the County, City, Eagle Ridge Resort and Spa or Chestnut Mountain, or if the Corporation refuses to seat an appointed representative from any of these entities when the appointed representative meets the qualifications, term and time requirements for a director position as established in the Corporation's bylaws.
j) Amendments – This Agreement may be amended, in writing, at any time if it is mutually agreed to by all Parties.
k) Assignment – No party to this Agreement may assign or transfer this Agreement, or any part thereof.
l) Severability – If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance.
m) Entire Agreement – This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangement and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by all Parties.

n) Termination without Cause – The Agreement shall not automatically renew at the end of the term of the Agreement.

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

a.) To plan and develop marketing policies, plans and programs for the promotion of tourism in County and the City; and

b.) To provide the personnel necessary to implement the goals of the Corporation; and

c.) To undertake regular surveys, which may include visitor conversion surveys, to ascertain and monitor visitor preferences and trends; and

e.) To maximize collaborative efforts with other destination marketing entities and business organizations in surrounding communities; and

f.) To seek grants and other funding that may be reasonably available; and

g.) The Corporation shall comply with all of the conditions set forth in the Illinois Open Meetings Act. (5 ILCS 120/1.01); and

h.) The Corporation shall comply with all of the conditions set forth in the Illinois Freedom of Information Act. (5 ILCS 140/1.1); and

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

10.) Other requirements.

a) The Corporation agrees to protect, defend, hold harmless and indemnify the County, its Board, its officers, its agents and its employees as well as the City, its Council, officers, agents, and employees from and against any and all claims, injuries, liability, losses, costs, judgments and/or expenses or damages, including all costs and attorney's fees, arising out of or resulting from the negligent or intentional acts or omissions of the Corporation during the performance of its duties pursuant to this Agreement.

b) The Corporation shall purchase and maintain insurance coverage to protect the County and City. The Corporation agrees to comply with the terms and conditions of the Jo Daviess County Certificate of Insurance Policy during the entire term of the Agreement. The terms and conditions are as follows:

1) It is the requirement of the County and City that for work performed under this Agreement and/or authorized by the County and/or City and conducted on County and/or City property that the Corporation shall procure and maintain insurance at the expense of the Corporation and without expense to the County and/or City, until final acceptance of the work. All insurance must be procured and maintained in a form

satisfactory to the County and/or City.

2) Before the Agreement is signed, a purchase order is released, or any work commenced, the Corporation is required to provide proof of insurance satisfactory to the County and/or City, and documentation evidencing that the Corporation maintains insurance that meets the following requirements:
   a) General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
   b) Personal and Advertising Injury of not less than $1,000,000.00 per occurrence.
   c) Worker's Compensation and Employer's Liability Insurance, of not less than 500/500/500, covering all employees and subcontractors of the Corporation as required by law in the State of Illinois.
   d) Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Corporation in the performance of the Agreement.
   e) In the event Corporation is performing professional services under an Agreement with the County and/or City, professional liability (for example, errors and omissions) is required with a limit of liability of not less than $1,000,000.00 per occurrence. The marketing and promotion of tourism shall not be deemed a professional service.
   f) Corporation shall furnish a certificate of insurance satisfactory to the County and/or City as evidence that the insurance required above is being maintained.
   g) The certificate of insurance must include the following provisions:
      i. Jo Daviess County and/or City of Galena must be named as an additional insured under the Corporation's General Liability insurance. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
      ii. The Corporation shall not cancel insurance coverage. Insurance shall be kept in force during the entire duration of the Agreement and for a minimum of at least 30 days thereafter.
      iii. When entering into a contractual agreement with the County and/or City the Corporation shall agree to indemnify and hold harmless the County and/or City, its officers and employees, from and against any and all claims, losses, judgments, liabilities or claims for attorneys' fees arising out of or resulting from Corporation's performance of its duties pursuant to the contract.
   h) The Corporation's insurance coverage shall be primary insurance as respects the County and/or City, its officers, officials, employees and volunteers.

i) Any failure of the Corporation to comply with the reporting provisions of the policies shall not affect the Corporation's obligations provided to the County and/or City, its officers, officials, employees, or volunteers under this agreement.

j) Corporation's obligations shall not be limited by the forgoing insurance requirements and shall survive expiration of any agreement with the County and/or City.

k) The standards as outlined above are the minimum acceptable requirements. Certificates of insurance may be required to meet additional standards that are considered essential for protection of the County and/or City. Depending upon the level of exposure, additional limits of liability or additional coverage's may be required for individual jobs or projects, as determined by Jo Daviess County and/or the City of Galena.

c) The County shall retain control of the County Tourism Capital Development Fund with disbursements from this fund to include capital purchases or improvements to buildings used for tourism promotion and administration.

d) Corporation may sub-contract or delegate to others the work and promotional activities to be performed by Corporation under the terms of this Agreement, provided such subcontractors are qualified to perform the same. The responsibilities of the entire Agreement may not be subcontracted without written consent of the County and/or City.

e) It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to create a partnership or agency relationship between the Corporation and County or City to make any party jointly liable with the other for any obligation arising out of the activities, services and work contemplated by the Agreement. The Corporation is an "independent contractor" under this Agreement. All employees of Corporation or subcontractors shall remain the responsibility of the Corporation and shall not be considered, deemed or become employees of the County or City under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to County or City's employees shall accrue to the Corporation, its employees or any subcontractors hired by Corporation performing services under this Agreement.

f) The Corporation shall annually provide a copy of the DMO marketing plan to the County and City.

g) The Corporation will provide copies of all LTCB quarterly reports, lapse period reports and final reports to the County and City within 30 days of the Corporation receiving each report.

h) The Corporation will provide copies of all executed grant agreements to the County and City within 30 days after each agreement is signed.

i) The Corporation will provide notification of all material approved or denied for the state information/welcome centers to the County and City.

j) The Corporation will provide notification of any legislative effort with ICCVB to the County and City.

k) Corporation shall establish and maintain during the entire term of the agreement, through the Corporation's bylaws, board of director positions to be appointed by the County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort. The County shall appoint one representative, the City shall appoint one representative, Eagle Ridge Resort and Spa shall appoint one representative and Chestnut Mountain Resort shall appoint one representative to the Corporation Board of Directors. However, the Corporation may establish, through the Corporation's by-laws, terms for all director positions, required qualifications for a person to serve as a director and time limitations to appoint a new director when a director position becomes vacant. The County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort shall comply with these requirements when they appoint a director.

l) Corporation shall not eliminate, under any circumstances, the authority of the County, City, Eagle Ridge Resort and Spa and Chestnut Mountain Resort to appoint a director to the Corporation Board of Directors.

m) Corporation shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, marital status, mental disability unrelated to ability or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice, or any other violation of any State or Federal law. The Corporation further agrees that this article will be incorporated by the Corporation in all written contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this contract, except that purchase orders or other standard form documents that might be sent to the Corporation by suppliers and vendors may not include the provisions of this article.

n) All notices to the parties hereto shall, unless otherwise requested in writing, be sent to the parties addressed as follows:

   i. To County at: Jo Daviess County, 330 N. Bench St, Galena, IL 61036
   ii. To Corporation at: Galena/Jo Daviess Office of Tourism, **101 Bouthillier Street**
   iii. To City of Galena at: 101 Green St. Galena, IL 61036

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

The parties acknowledge and accept the terms, conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the parties that this Agreement shall become operative on **December 1, 2019**.

County: _____ (County Board Chair)

ATTEST: _____ (County Clerk)

City: _____ (Mayor)

ATTEST: _____ (City Clerk)

CORPORATION: _____ (Chairman of the Board)

ATTEST: _____ (Secretary)

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: October 22, 2019

RE: Tax Levy

Before the last Tuesday in December, the City must adopt a tax levy ordinance for property taxes to be collected next fiscal year. This year, the last Tuesday in December is the last day of the month, so the ordinance must be adopted and filed with the County Clerk by December 31. Prior to considering and adopting the ordinance, the council must make a motion communicating to the public the amount of taxes the City expects to levy. This report is intended to provide you with the information you need to make the necessary motion.

I have completed the calculations needed to determine our revenue needs and the property tax revenue available under the voter-approved Property Tax Extension Limitation Law (PTELL). I used the assessed value estimate from the County Assessor in estimating the available property tax revenue. In the same manner as in recent years, I am presenting two options. First, levy the same amount as last year. Second, levy the maximum amount available under PTELL. Please know, these are not the only options. The city council may set the levy at any amount up to the maximum allowed under PTELL.

In preparing the levy options, I calculated expected revenues, expenses and fund balances for all funds supported by the tax levy for the current and next fiscal year. My goal was to levy sufficiently to ensure that each fund finishes the coming year in compliance with the Minimum Fund Balance Policy. For most funds, this means the fund would end the fiscal year with a balance of at least 30 percent of annual expenses.

With the first option, the city would collect $1,420,927 of property taxes in 2020, the same as in 2019. The levy rate would increase slightly from $1.40 to $1.41 per $100 of equalized assessed value. The rate would increase because the estimated assessed value for the community is slightly less than last year. With the second option, the city would collect all the new tax dollars available under PTELL. Considering the estimated decline in the city-wide assessed value of current property, the value of new construction, and a Consumer Price Index increase of 1.9%, the City could collect a maximum of $36,331 new tax dollars.

If we were to collect the maximum, our tax (levy) rate would increase from $1.40 to $1.44 per $100 of equalized assessed value. The total dollars collected from the levy would increase from $1,450,927 to $1,457,258. Under this scenario, I would anticipate all levy supported funds ending next fiscal year in compliance with the Minimum Fund Balance Policy. The property tax rate for the General Corporate tax fund would be at the maximum level required to be eligible for State of Illinois and Jo Daviess County funding for the Dewey Avenue bridge replacement (refer to Petition adopted at the October 27, 2014 city council meeting).

According to the Truth in Taxation law, the City must conduct a public hearing on the proposed tax levy if the total levy dollars levied are expected to exceed the previous year's levy dollars by more than five percent. Levying the maximum would result in an increase of 2.5% of actual levy dollars over last year. A public hearing is *not* required with either option.

To make the official determination of whether a public hearing is required, you are required to adopt a motion stating the amount of property tax the City expects to levy. **The recommended motion would state, "The amount of property taxes the City of Galena expects to levy in 2019, to be collected in 2020, is $ _____."**

At the meeting following your decision on the amount you expect to levy, the first reading of the actual tax levy ordinance would be presented. Again, the ordinance must be approved and filed not later than December 31.

I have attached an Addendum to this report that provides more detail about how the levy is calculated, the maximum levy by fund, as well as a historical view of the City's tax levy.

ADDENDUM

This report is intended to explain the effect of the Property Tax Extension Limitation Law (PTELL) on the tax levy, the individual components of the levy and the maximum levy for fiscal year 2012-21.

PTELL

From one year to the next, the amount we may increase our tax levy is prescribed by PTELL. The 1991 law was intended to limit property tax growth by allowing a taxing district to receive a limited inflationary increase in taxes on existing property, plus an additional amount for new construction and annexations.

With PTELL, a formula was established for calculating the "*limiting rate*" or the maximum levy rate available to the taxing district each year. The limiting rate dictates the total taxes that may be levied and collected. Only two factors can increase the limiting rate. First, the formula takes into account the annual cost of living (CPI) increase. This year the CPI adjustment is 1.9% (down from 2.1% in the current year). Second, the formula considers the equalized assessed value (EAV) of any new construction or annexations that have occurred during the year. For the coming levy year, our new construction (and annexations) is estimated to have an equalized value of $643,798. This is an estimate from the Jo Daviess County Assessor.

The limiting rate for the coming tax year is estimated as 1.44% of the total city-wide EAV of $100,523,756. Expressed another way, the limiting rate is $1.44 per $100 of EAV. The limiting rate is an increase from $1.40 in the current year.

Multiplying the limiting rate by the total estimated city EAV of $100,523,756 results in a maximum tax levy for the coming year of $1,457,258. This calculation is expressed as follows:

$100,523,756 (total city EAV) x 1.4497% (limiting rate) = $1,457,258 (maximum levy)

The amount of new dollars that we can add to our tax base is calculated as the difference between the maximum levy ($1,457,258) and the current year levy ($1,420,927). The difference or the amount of new dollars we may levy is $36,331 or 2.1% more than the current year. This calculation is expressed as follows:

$1,457,258 (maximum levy) - $1,420,927 (current year levy) = $36,331 (new tax dollars)

According to the PTELL, if a taxing body does not levy for all the new dollars allowed by the limiting rate, it may never use the tax dollar value of the CPI or new construction from that year in determining future tax levies. If a taxing body consistently levies for less than is allowed by the limiting rate, the loss of potential tax dollars is compounded. A public referendum is the only way to levy at a rate greater than the limiting rate.

Tax Levy Components

After determining the maximum levy allowed by PTELL, we must decide the amount of the available new dollars to collect and how to distribute the dollars across the individual tax funds. The tax levy is comprised of 18 separate levies or funds. Current fund balances and anticipated non-property tax revenues and expenses are evaluated to determine the amount of taxes to collect in each individual fund. Assuming the maximum levy, the $1,457,258 of tax dollars could be effectively distributed across the various funds is shown in Table 1. The actual levy rate for each fund is also shown along with the rate and taxes levied in 2019.

Table 1. Tax Levy Comparison: 2019 and 2020 (Proposed)

Levy Fund	2019 Actual Rate	2019 Actual Tax		2020 Proposed Tax	2020 Proposed Rate
Corporate	0.4336	$439,770		$439,791	0.4375
Street and Bridge[1]	0.0000	$-		$-	0.0000
Police Protection	0.0061	$6,257		$107,923	0.1074
School Crossing Guard	0.0000	$10		$10	0.0000
Street Lighting	0.0000	$10		$10	0.0000
Audit	0.0192	$19,500		$12,000	0.0119
Emergency Services	0.0008	$862		$857	0.0009
Garbage	0.0000	$10		$10	0.0000
Unemployment Insurance	0.0247	$2,505		$2,500	0.0025
Workman's Compensation	0.1543	$156,507		$103,000	0.1025
Liability Insurance	0.0172	$17,502		$30,000	0.0298
IMRF	0.1114	$113,005		$60,000	0.0597
Parks	0.0816	$82,756		$85,000	0.0846
Social Security	0.1351	$137,007		$144,000	0.1432
Levee/Flood Control	0.0789	$80,008		$100,000	0.0995
Fire Protection	0.3601	$365,197		$372,136	0.3702
Water Treatment	0.0000	$10		$10	0.0000
Chlorination	0.0000	$10		$10	0.0000
TOTAL	**1.4011**	**$1,420,928**		**$1,457,258**	**$1.4497**

When the tax levy is passed and the taxes are collected, the revenue generated by the 18 individual funds can only be used for the respective purpose of each fund. For instance, the Liability Insurance tax can only be used to pay for the city's liability insurance. Likewise, the Audit Tax can only be used to pay for the annual audit. The only individual fund that can be expended or used for virtually any purpose is the Corporate Tax. This tax is deposited in the General Fund. The proposed levy maximizes the General Corporate tax as required to be eligible for state and county funding for the Dewey Avenue bridge project.

As a result of a 2006 change in the PTELL law, any individual tax levy funds that have not been levied for three consecutive years can only be returned to the levy by referendum approval

[1] The city does not levy for Street and Bridge since the overlapping townships levy this tax and reimburse the city. The reimbursement is for the maintenance of streets that are located both in the city and in their townships.

from the voters. I am proposing to levy a minimum ($10 in some instances) in every fund to avoid losing any individual levies.

Historical Comparison

A summary of the tax levy collected, the percent change of the collection from the previous year, and the actual tax levy rate is shown in Table 2.

Table 2. Galena Property Tax Comparison 1995-2020

Year Collected	Levy Collected	Percent Change	Levy Rate
1995	$719,361	9.7%	2.37
1996	$719,626	0.0%	2.17
1997	$782,904	8.8%	2.02
1998	$801,666	2.4%	1.87
1999	$811,012	1.2%	1.73
2000	$822,879	1.5%	1.76
2001	$822,439	-0.1%	1.63
2002	$843,539	2.6%	1.54
2003	$848,003	0.5%	1.49
2004	$880,679	3.9%	1.48
2005	$921,318	4.6%	1.45
2006	$978,284	6.2%	1.42
2007	$1,006,075	2.8%	1.37
2008	$1,046,599	4.0%	1.32
2009[2]	$1,301,301	24.3%	1.27
2010	$1,323,108	1.7%	1.27
2011	$1,365,624	3.2%	1.30
2012	$1,378,790	1.0%	1.34
2013	$1,378,879	0.0%	1.38
2014	$1,319,506	-4.3%	1.36
2015	$1,341,412	1.7%	1.38
2016	$1,339,527	0.0%	1.38
2017	$1,360,797	1.6%	1.36
2018	$1,402,029	3.0%	1.39
2019	$1,420,928	1.3%	1.40
2020[3]	$1,439,693	2.5%	1.44

As shown in the table, Galena's levy rate has decreased from a high of $2.37 in 1995 to a low in 2009 and 2010 of $1.27. The tax rate has remained relatively flat since 2013, increasing just $0.02 per $100 of EAV through 2019. Again, the maximum increase for 2020 would be $0.04 per $100 of EAV. This increase would equate to a $16 per year property tax increase for a $100,000 home.

Please feel free to contact me if you have any questions.

[2] Value from expired TIF district returned to tax base.
[3] Based on the maximum levy.

ORDINANCE NO. 0-19-__ 2019 TAX LEVY ORDINANCE
FOR TAXES TO BE COLLECTED IN 2020

An Ordinance levying taxes for all corporate purposes for the City of Galena, Jo Daviess County, Illinois, for the fiscal year beginning May 1, 2020, and ending April 30, 2021.

BE IT ORDAINED BY the Mayor and City Council of the City of Galena, Illinois:

SECTION I: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year and for such purposes as: Parks & Recreation; General Corporate; Garbage Disposal; Flood Control; Fire Protection: Annual Audit: Illinois Municipal Retirement Fund; Social Security; Chlorination; Street Lighting; Water Treatment; Street & Bridge; Police Protection; Unemployment Insurance; Worker's Compensation; City Tort Judgment & Liability; Emergency Services and School Crossing Guards for the City of Galena, Jo Daviess County, Illinois for the fiscal year beginning May 1, 2020, and ending April 30, 2021.

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
Administration				
Personnel - Salaries		144,815	144,815	0
Personnel - Elected		17,500	0	17,500
Professional Services		1,500	1,500	0
Communications		1,500	1,500	0
Professional Development		1,100	1,100	0
Debt Service		344,080	344,080	0
Capital Outlays		662,500	662,500	0
Other Expenditures		215,435	215,435	0
	Total	1,388,430	1,370,930	17,500

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
Finance				
Personnel - Salaries		96,325	96,325	0
Insurance Benefits		458,460	124,360	334,100
Maintenance Services		38,800	38,800	0
Professional Services		15,960	15,960	0
Communications		10,700	10,700	0
Professional Development		2,075	2,075	0
Service Charges		8,700	8,700	0
Other Contractual Services		1,350	1,350	0
Maintenance Supplies		11,300	11,300	0
Capital Outlays		12,500	12,500	0
	Total	656,170	322,070	334,100

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
City Clerk				
Personnel - Salaries		9,100	0	9,100
Maintenance Services		0	0	0
Professional Services		7,810	7,810	0
Communications		1,700	1,700	0
Professional Development		3,000	3,000	0
Service Charges		0	0	0
Other Contractual Services		0	0	0
Maintenance Supplies		0	0	0
Capital Outlays		800	800	0
	Total	22,410	13,310	9,100

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
Zoning				
Personnel - Salaries		64,120	38,470	25,650
Personnel - Elected		2,100	2,100	0
Professional Services		2,650	2,650	0
Communications		1,250	1,250	0
Professional Development		1,600	1,600	0
Maintenance Supplies		0	0	0
Capital Outlays		0	0	0
Other Expenditures		500	500	0
	Total	72,220	46,570	25,650

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
Building				
Personnel - Salaries		69,085	60,985	8,100
Other Benefits		0	0	0
Maintenance Services		0	0	0
Professional Services		1,000	0	1,000
Communications		1,650	1,650	0
Professional Development		3,550	3,550	0
Maintenance Supplies		0	0	0
General Supplies		1,500	1,500	0
Other Expenditures		0	0	0
	Total	76,785	67,685	9,100

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
Engineering				
Personnel - Salaries		8,425	8,425	0
Professional Services		8,000	5,000	3,000
Professional Development		1,950	1,950	0
Capital Outlays		9,500	9,500	0
	Total	27,875	24,875	3,000

FUND		AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund				
Police				
Personnel - Salaries		713,365	605,442	107,923
Other Benefits		7,500	7,500	0
Maintenance Services		15,500	15,500	0
Professional Services		20,400	20,400	0
Communications		6,400	6,400	0
Professional Development		8,200	8,200	0
Service Charges		9,500	9,500	0
Maintenance Supplies		17,900	17,900	0
General Supplies		14,800	14,800	0
Capital Outlays		56,000	56,000	0
Other Expenditures		2,000	2,000	0
	Total	871,565	763,642	107,923

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
General Fund			
Public Works			
Personnel - Salaries	396,640	355,279	41,361
Other Benefits	6,000	6,000	0
Maintenance Services	139,600	139,600	0
Professional Services	4,800	4,800	0
Communications	200	200	0
Professional Development	500	500	0
Service Charges	1,650	1,650	0
Maintenance Supplies	94,000	94,000	0
General Supplies	50,050	50,050	0
Debt Service	48,735	48,735	0
Capital Outlays	143,000	143,000	0
Total	885,175	843,814	41,361
General Fund Grand Total	4,000,630	3,452,896	547,734

REF: General Corporate Tax (65ILCS 5/8-3.1)	439,791
REF: Police Protection Tax (65ILCS 5/11-1-3 & 5.1)	107,923
REF: School Cross Guards Tax (65ILCS 5/11-80-23)	10
REF: Street Lighting Tax (65ILCS 5/11-80-5)	10
REF: Street & Bridges (65ILCS 5/11-81-2)	0
Total Corporate Levy	**547,734**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Annual Audit			
Annual Audit	22,900	10,900	12,000
Book Reconciliation	0	0	0
Total	22,900	10,900	12,000

REF: Audit Tax (65ILCS 5/8-8-8) **12,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Emergency Services			
Ambulance Service	0	0	0
Siren Maintenance	1,000	600	400
Communication	550	443	107
Electric	1,700	1,350	350
Capital Outlays	0	0	0
Total	3,250	2,393	857

REF: Emergency Services & Disaster Operations Tax (65ILCS 5/8-3-16) **857**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Garbage Collection			
Personnel Services - Salaries	10,335	10,335	0
Insurance Benefits	0	0	0
Pension Benefits	0	0	0
Professional Services	238,640	238,630	10
Communications	4,650	4,650	0
Professional Development	0	0	0
General Supplies	1,500	1,500	0
Other Expenditures	9,735	9,735	0
Total	264,860	264,850	10

REF: Garbage Disposal Tax (651LCS 5/11-19-4) **10**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Workers' Compensation			
Workers' Compensation Insurance	91,515	0	103,000
Total	91,515	0	103,000

REF: Workers' Compensation and Occupational Disease (7451LCS 10/9-107) **103,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Liability Insurance			
Insurance Benefit	0	0	0
City Building & Content	51,000	21,000	30,000
Public Official's Liability	350	350	0
Automobile Insurance	19,000	19,000	0
Tort Insurance	66,000	66,000	0
Inland Marine	3,500	3,500	0
Boiler & Machinery	3,600	3,600	0
Employee Crime	0	0	0
Employee's Bond	0	0	0
Treasurer's Bond	0	0	0
Total	143,450	113,450	30,000

REF: City Tort Judgment & Liability Insurance Fund (745 ILCS 10/9-107) **30,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Parks Fund			
Personnel Services - Salaries	86,000	1,000	85,000
Maintenance Services	24,200	24,200	0
Professional Services	0	0	0
Professional Development	0	0	0
Service Charges	7,750	7,750	0
General Supplies	23,250	23,250	0
Debt Service	53,815	53,815	0
Capital Outlays	160,000	160,000	0
Other Expenditures	1,000	1,000	0
Total	356,015	271,015	85,000

REF: Parks Tax (651LCS 5/11-98-1) **85,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Social Security			
Social Security Tax	154,000	10,000	144,000
Total	154,000	10,000	144,000

REF: Social Security Fund (40ILCS 5/21-110 & 110.1) **144,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Flood Control Fund			
Personnel Services - Salaries	45,650	0	45,650
Insurance Benefits	0	0	0
Pension Benefits	0	0	0
Maintenance Services	9,500	0	9,500
Professional Services	0	0	0
Communications	0	0	0
Professional Development	0	0	0
Service Charges	3,000	0	3,000
Maintenance Supplies	0	0	0
General Supplies	2,500	0	2,500
Capital Outlays	4,000	0	4,000
Other Expenditures	2,000	0	35,350
Total	66,650	0	100,000

REF: Levee Tax (65ILCS 5/11-112-1 & 2 **100,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Fire Protection Fund			
Personnel Services - Salaries	28,120	0	28,120
Insurance Benefits	2,500	0	2,500
Pension Benefits	0	0	0
Maintenance Services	5,000	0	5,000
Professional Services	500	0	500
Communications	1,600	0	1,600
Professional Development	10,500	0	10,500
Service Charges	13,000	0	13,000
Other Contractual Services	0	0	0
Maintenance Supplies	12,000	0	12,000
General Supplies	16,700	0	16,700
Capital Outlays	83,500	0	83,500
Other Expenditures	14,300	0	198,716
Total	187,720	0	372,136

REF: Fire Protection Tax (65ILCS 5/11-71 & 3) **372,136**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Water Fund			
Personnel Services - Salaries	100,850	100,840	10
Insurance Benefits	0	0	0
Pension Benefits	0	0	0
Maintenance Services	0	0	0
Professional Services	16,035	16,035	0
Communications	2,400	2,400	0
Professional Development	0	0	0
Service Charges	11,000	11,000	0
Other Contractual Services	330,000	330,000	0
Maintenance Supplies	0	0	0
General Supplies	300	300	0
Debt Service	162,100	162,100	0
Capital Outlays	192,500	192,500	0
Other Expenditures	30,620	30,620	0
Total	845,805	845,795	10

REF: Waterworks System Tax (65ILCS 5/11-131-1) **10**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Sewer Fund			
Personnel Services - Salaries	125,630	125,630	0
Insurance Benefits	0	0	0
Pension Benefits	0	0	0
Maintenance Services	14,535	14,535	0
Professional Services	31,000	30,990	10
Communications	3,000	3,000	0
Professional Development	0	0	0
Other Contractual Services	330,000	330,000	0
Maintenance Supplies	0	0	0
General Supplies	300	300	0
Debt Service	606,640	606,640	0
Capital Outlays	61,500	61,500	0
Other Expenditures	34,070	34,070	0
Total	1,206,675	1,206,665	10

REF: Chlorination of Sewage Tax (65ILCS 5/11-142-3) **10**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Illinois Municipal Retirement Fund			
Pension Benefits	146,400	86,400	60,000
Personal Property Replacement Tax (Library)	8,000	8,000	0
Total	154,400	94,400	60,000

REF: Illinois Municipal Retirement Fund (40 ILCS 5/7-171) **60,000**

FUND	AMOUNT BUDGETED $	FROM OTHER SOURCES $	AMOUNT LEVIED $
Unemployment Insurance			
Unemployment Payments	7,000	4,500	2,500
Total	7,000	4,500	2,500

Unemployment Compensation Fund (745ILCS 10/9-1-7) **2,500**

TAX LEVY SUMMARY			AMOUNT LEVIED $
General Corporate Tax			439,791
Police Protection Tax			107,923
School Cross Guards			10
Street Lighting			10
Street & Bridges Tax			0
Annual Audit Tax			12,000
Emergency Services Tax			857
Garbage Disposal Tax			10
Worker's Compensation Tax			103,000
City Tort Judgment & Liability Insurance			30,000
Parks & Recreation Tax			85,000
Social Security Tax			144,000
Flood Control Tax			100,000
Fire Protection Tax			372,136
Water Treatment Tax			10
Chlorination Tax			10
Illinois Municipal Retirement Fund			60,000
Unemployment Insurance Tax			2,500
TOTAL TAX LEVY			**1,457,258**

SECTION II: That the amount levied for each object and purpose is placed in a separate column under the heading, "Amount Levied," which appears over same being as follows, to-wit:

SECTION III: That if any section, subdivision or sentence of this ordinance shall for any reason be held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION IV: That this ordinance shall be in full force and effect after its adoption as provided by law.

Adopted this ____ day of _____ 2019 pursuant to a roll call vote by the City Council of the City of Galena, Jo Daviess County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
Terry Renner, Mayor

ATTEST:

_____
Mary Beth Hyde, City Clerk

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: October 30, 2019

RE: Water Sampling Project Agreement Amendment

In April, the city council approved a partnership with the U.S. Geological Survey (USGS) and the League of Women Voters (LWV) for water sampling of the Galena River as part of the implementation of the Galena River Watershed Water-Based Plan.

As part of the plan implementation, the LWV obtained a $28,500 grant from the Illinois EPA for water sampling from the Galena River. That grant was supplemented by $19,000 of funds from the U.S. Geological Survey (USGS). The total project cost was $47,500. The City of Galena agreed to partner with both the LWV and the USGS to facilitate the water sampling project.

During the sampling process, an additional $5,440 of funding became available from the LWV to take more samples than originally planned at the two sampling sites. USGS prepared the attached amendment to the original grant agreement (May 13, 2019) between the USGS and the City to include the cost of the additional samples.

The attached letter from the LWV confirms their commitment to reimburse the City for all project costs. To memorialize the new arrangement, the LWV prepared the attached amendment to the original agreement (May 13, 2019) between the LWV and the City. With the execution of both proposed amendments, the total project cost will increase to $52,940.

The water sampling data will be used to guide management decisions and land-use improvement practices in the watershed and to determine the benefits to stream water quality resulting from the practices. The ultimate goal is to improve water quality, so sections of the river are no longer considered impaired.

I recommend you approve the amendment to the grant agreement with the USGS and the amendment to the agreement with the LWV.

United States Department of the Interior
U.S.GEOLOGICAL SURVEY
CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI	ILLINOIS	IOWA
1400 Independence Rd. MS100 Rolla, MO 65401	405 N. Goodwin Ave. Urbana, IL 61801	400 S. Clinton St. Rm 269 Iowa City, IA 52240

10/21/2019

Mark Moran
City of Galena
101 Green Street P.O. Box 310
Galena, IL 61036

Dear Mr. Moran:

Enclosed is an amendment to the Joint Funding Agreement 19NEJFA028 for the period May 1, 2019 to September 30, 2021 for the collection and analysis of 5 additional water-quality samples at each of the two sites. This modification requests an increase of $5,440 to be provided by the City of Galena for a total of $33,940.

If you concur, please sign the amendment and return one signed copy to Aaron Huse at the Iowa office address as soon as possible for processing. We appreciate your past interest and support of the Central Midwest Water Science Center mission. Should you have any questions, please contact Paul Terrio (217) 328-9736, or Kelly Warner at (217) 328-9727. Questions regarding the agreement's terms, billing period or other administrative concerns may be addressed to Aaron Huse, at (319) 358-3656.

Sincerely,

Kelly Warner
Deputy Director
USGS, Central Midwest Water Science Center

Enclosure(s)

Agreement #: 19NEJFA028
Customer #: 6000006836
TIN: 366005888
Project: NE009KT
Fixed Cost Agreement: **Yes**

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR WATER RESOURCES INVESTIGATIONS

This amendment is for the agreement dated 05/13/2019.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the **collection and analysis of 5 additional water-quality samples at each of the two sites,** herein called the program.

2. Paragraph 2a of the agreement is hereby increased by **$0** to read as follows:

(a) **$19,000** by the party of the first part during the period **May 1, 2019** to **September 30, 2021.**

Paragraph 2b of the agreement is hereby increased by **$5,440** to read as follows:

(b) **$33,940** by the party of the second part during the period **May 1, 2019** to **September 30, 2021**.

Billing for this agreement will be rendered **semi-annually**. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY	**CITY OF GALENA**
(Signature)	(Signature)
Acting for: Amy Beussink (Name)	(Name)
Director, Central Midwest WSC (Title)	(Title)
10/21/19 (Date)	(Date)

Agreement #: 19NEJFA028
Customer #: 6000006836
TIN: 366005888
Project: NE009KT
Fixed Cost Agreement: **Yes**

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR WATER RESOURCES INVESTIGATIONS

This amendment is for the agreement dated 05/13/2019.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the **collection and analysis of 5 additional water-quality samples at each of the two sites,** herein called the program.

2. Paragraph 2a of the agreement is hereby increased by **$0** to read as follows:

(a) **$19,000** by the party of the first part during the period **May 1, 2019** to **September 30, 2021.**

Paragraph 2b of the agreement is hereby increased by **$5,440** to read as follows:

(b) **$33,940** by the party of the second part during the period **May 1, 2019** to **September 30, 2021**.

Billing for this agreement will be rendered **semi-annually**. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY	**CITY OF GALENA**
(Signature)	(Signature)
Acting for: Amy Beussink (Name)	(Name)
Director, Central Midwest WSC (Title)	(Title)
10/21/19 (Date)	(Date)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000006836
Agreement #: 19NEJFA028
Project #: NE009KT
TIN #: 366005888

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the May 1, 2019, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Galena, IL party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $19,000 by the party of the first part during the period May 1, 2019 to September 30, 2021

(b) $28,500 by the party of the second part during the period May 1, 2019 to September 30, 2021

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000006836
Agreement #: 19NEJFA028
Project #: NE009KT
TIN #: 366005888

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Paul Terrio
Hydrologist
Address: 405 N Goodwin Ave
Urbana, IL 61801
Telephone: (217) 328-9736
Fax: (217) 344-0082
Email: pjterrio@usgs.gov

Customer Technical Point of Contact

Name: Mark Moran
City Administrator
Address: 101 Green Street P.O. Box 310
Galena, IL 61036
Telephone: (815) 777-1050
Fax:
Email: mmoran@cityofgalena.org

USGS Billing Point of Contact

Name: Aaron Huse
Budget Technician
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: ahuse@usgs.gov

Customer Billing Point of Contact

Name: Mark Moran
City Administrator
Address: 101 Green Street P.O. Box 310
Galena, IL 61036
Telephone: (815) 777-1050
Fax:
Email: mmoran@cityofgalena.org

U.S. Geological Survey
United States
Department of Interior

Signature

Acting for

By _____ **Date:** 5/1/19
Name: Amy Beussink
Title: Director, Central Midwest WSC

City of Galena, IL

Signatures

By Terry Renner **Date:** 5/13/19
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

Beth Baranski
1015 South Bench Street
Galena IL 61036
563/580-6192
beth@bhms-arch.com

November 8, 2019

Galena City Hall
101 Green Street
Galena, Illinois 61036

Re: Nutrient Monitoring on the Galena River

Dear Mayor Renner, Council members and City Staff:

Thank you for your administrative support for the project to sample the Galena River for nitrogen, phosphorous and suspended sediment. I am writing to ask you to consider supporting an amendment to your original May 13, 2019 agreement with the League of Women Voters.

Following some paperwork confusion relating to the coordination of the Illinois EPA grant funds and the contribution being made by the U.S. Geological Survey, it was determined that an expansion of the original nutrient monitoring project was the best way to set things right.

Five additional sampling dates are being added to the project at an expense of $5,440. The League of Women Voters of Jo Daviess County will cover this additional cost, and attached you will find an amendment to the League's original agreement with the City to document this commitment.

Please feel free to contact me if you have any questions, and thank you for considering this request.

Sincerely,

Beth Baranski

Beth Baranski
Project Coordinator

AMENDMENT of FUNDING AGREEMENT

THIS AGREEMENT is entered into by the LEAGUE OF WOMEN VOTERS OF JO DAVIESS COUNTY, party of the first part and the CITY OF GALENA, party of the second part.

This amendment is for the agreement dated 5/13/19 (attached).

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the collection and analysis of 5 additional water-quality samples at each of the two sites, herein called the program.

2. Paragraph 2a of the agreement is hereby increased by $5,440 to read as follows:

(a) by the party of the first part during the period

Amount	Date	to	Date
$33,940.00	May 1, 2019		September 30, 2021

Paragraph 2b of the agreement is increased by $0 to read as follows:

(b) by the party of the second part during the period

Amount	Date	to	Date
$0.00	May 1, 2019		September 30, 2021

By: _____

Irene Thraen-Borowski, Co-President, League of Women Voters of Jo Daviess County Date

By: _____

Sue Cording, Co-President, League of Women Voters of Jo Daviess County Date

By: _____

Terry Renner, Mayor, City of Galena Date

FUNDING AGREEMENT

THIS AGREEMENT is entered into as of (date) by the LEAGUE OF WOMEN VOTERS OF JO DAVIESS COUNTY, party of the first part and the CITY OF GALENA, party of the second part.

1. The parties hereto agree that subject to availability of appropriations of the funds in accordance with Grant Agreement No. 604185 between the State of Illinois, Illinois Environmental Protection Agency and League of Women Voters of Illinois Education Fund (for the League of Women Voters of Jo Daviess County), and in accordance with their respective authorities there shall be maintained in cooperation a portion of the scope of work described in the attached document "Monitoring Nutrients and Suspended Sediment in the Galena River, Illinois" This portion entails the collection of eleven (11) water quality samples in each of two locations of the Galena River and analysis of nutrients and suspended-sediment concentrations, herein called the program.

2. The following amounts shall be contributed to cover $28,500 of the cost of the necessary work directly related to the program.

   (a) by the party of the first part during the period

Amount	Date	to	Date
$28,500.00	May 1, 2019		July 31, 2021

   (b) by the party of the second part during the period

Amount	Date	to	Date
$0.00	May 1, 2019		July 31, 2021

   (c) Contributions are provided by the party of the first part through Section 604(b) of the Clean Water Act funding distributed through the Illinois Environmental Protection Agency as a grant to the League of Women Voters of Illinois Education Fund. The portion of the grant to be provided to the City is $28,500.

   (d) Additional or reduced amounts by each party during the above grant period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The field and analytic work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

4. Management and administration of the grant serving as the source of the program funding shall be the responsibility of the party of the first part.

5. Either party may terminate this agreement upon 60 days written notice to the other party.

League of Women Voters Point of Contact:
Beth Baranski, Project Coordinator
1015 South Bench St. Galena IL 61036
(563) 580-6192
beth@bhms-arch.com

City of Galena Point of Contact:
Mark Moran, City Administrator
101 Green Street, Galena IL 61036
(815) 777-1050
mmoran@cityofgalena.org

By: Irene Thraen-Borowski 5/13/19
Irene Thraen-Borowski, Co-President, League of Women Voters of Jo Daviess County — Date

By: Sue Cording 5/13/19
Sue Cording, Co-President, League of Women Voters of Jo Daviess County — Date

By: Terry Renner 5/13/19
Terry Renner, Mayor, City of Galena — Date

CITY OF GALENA, ILLINOIS

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

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: November 7, 2019

RE: Water System Improvements

I am writing to seek your approval to move forward the next steps in the project to remove the Franklin Street water tower and make improvements to normalize water pressure on the west side (West Side Project). We discussed the project in detail during the September 9 council meeting and reviewed the water rate implications at the October 15 meeting.

Our goal is to obtain a low-interest loan from the Illinois Environmental Protection Agency (EPA) Public Water Supply Loan Program. Under the current program rules, the City would be eligible for 60% forgiveness of the loan principal. The first step in the loan process is to prepare a Project Plan in accordance with EPA guidelines. Our staff proposes to contract with IIW Engineers as Phase III of the ongoing West Side Project. IIW would modify the Project Plan completed for the East Side Project to include the West Side Project. We believe this to be the most cost-effective approach to meeting the report requirement. The proposed contact with IIW is attached. The cost of services would not exceed $25,800.

We propose contracting with Community Funding and Planning Services (CFPS) to complete the comprehensive EPA loan application. CFPS completed the loan application for the East Side Project. The proposed agreement with CFPS is attached. The cost of services would be $13,500. Both the loan application cost and the Project Plan cost would be included in the EPA loan total and eligible for loan forgiveness under the current loan guidelines. A budget amendment would be required once the services are billed during this fiscal year.

Approving the proposed contracts would keep us on schedule for project construction as early as 2022. We would continue to review and update the construction schedule as work proceeds under the contracts.

Please feel free to contact me with any questions. Thank you.

IIW, P.C.

www.iiwengr.com

ARCHITECTURE
CIVIL ENGINEERING
CONSTRUCTION SERVICES
ENVIRONMENTAL ENGINEERING
LAND SURVEYING
MUNICIPAL ENGINEERING
STRUCTURAL ENGINEERING
TRANSPORTATION ENGINEERING

Dennis F. Waugh, PE/SE*
Charles A. Cate, PE **
Gary D. Sejkora, PE **
Michael A. Jansen, PE/SE
Timothy J. Tranel, PE*
Julie P. Neebel, PE
James P. Kaune, PE
Thomas J. Oster, PLS **
Wray A. Childers, PLS **
Geoffry T. Blandin, PE
Mark C. Jobgen, PE **
Lauren N. Ray, PE/SE
Cody T. Austin, PE*
Marc D. Ruden, PE
Mark R. Fassbinder, AIA*
Michael A. Ruden, NCARB/AIA*
Eric J. Helminiak, PE/SE*
Jeffrey J. Brandt, PLS
Craig L. Geiser, PLS
David A. Leapaldt, AIA, CID*
Nathan W. Miller, PE
Damian D. Baumhover, NCARB/AIA
Nicholas A. Schneider, PE
Christian J. Hendrie, AIA
Eldon M. Schneider, PE
Whitney A. Lougheed, AIA*
Patrick R. Ready, PE
Nicholas M. Rettenberger, AIA
Christopher A. Becklin, PE
Courtney E. Wand, PE
Jonathan H. Lutz, PE
John M. Tranmer, PLS
Andrew C. Busch, NCARB/AIA
Marie P. Amundson, PE
Bryson E. Winsky, PE
Jeri M. Vondera, PE
Noah J. Hofrichter, PE
Andrew J. Goedken, PE
Emily M. Crowe, PE

* LEED AP
** Retired

October 17, 2018

Mr. Andy Lewis, P.E., City Engineer
Mr. Matt Oldenburg, Deputy City Engineer
City of Galena
101 Green Street
Galena, IL 61036

Re: Contract Amendment No. 2
City of Galena Water System Study 2015
Water Tower Elimination Phases II and III - Water System Modeling and Project Plan
IIW Project No: 15038

Dear Andy and Matt:

Thank you for inviting IIW, P.C. to submit this contract amendment to provide additional professional services for the above project. We are excited about the opportunity to continue to work with you to improve the City's water system.

PROJECT BACKGROUND AND PROJECT APPROACH

The Franklin Street Water Tower, located in the West Pressure Zone (WPZ) of the City's water system, is currently in need of costly painting and repair – upwards of $850,000 to $1,000,000. The existing water tower elevation is not high enough to provide adequate water pressure for much of its service area, including Galena High School and much of the surrounding area, which has grown up around the tower since its construction in the late 1960s. The City of Galena decided to investigate the possibility of eliminating the tower. Removing the tower would also improve water quality in the Industrial Park Water Tower by allowing more frequent turn-over.

IIW recommends a three-phase approach to identifying the solution. Phase I, completed in September, was to determine if the City would have enough water storage capacity in the remaining three storage facilities (Industrial Park Tower, Dodge Street Standpipe, and Horseshoe Mound Reservoir) if the Franklin Street Water Tower was eliminated. The results of Phase I, presented to the City Council on September 10, 2018, found that the City has sufficient storage capacity without the Franklin Street Water Tower.

Phase II consists of an alternatives analysis with regard to the Franklin Street Water Tower. The analysis will examine Galena's existing distribution system, the removal of the Franklin Street Water Tower, and the replacement of the Franklin Street Water Tower with a new water tower. As part of Phase II, a city-wide distribution computer model will be built. The model will be used to analyze the hydraulic conditions associated with each alternative. Phase II will also include an order-of-magnitude cost opinion for each alternative. The results of the alternatives analysis will be documented in a memorandum and presentation to the City Council.

Phase III involves preparing a Project Plan of the City's preferred alternative from Phase II. The Project Plan is a requirement by the Illinois Environmental Protection Agency (IL EPA) for the City to be eligible for funding through the Illinois Public Water Supply Loan Program (PWSLP). The initiation of Phase III will only occur if the preferred alternative qualifies for funding under the PWSLP.

Future Phases IV and V will be completed once the preferred alternatives have been selected and funding has been identified. In concept, Phase IV will be to prepare the final design of the recommended alternatives, and Phase V will be the construction of the improvement projects.

SCOPE OF SERVICES

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Illinois.

Phase II Services – Alternatives Analysis and Water System Computer Model

A. Data Collection

1. Gather plans, maps, GIS data, water billing data, water production data, physical component (pipes, valves, hydrants, pumps, meters, etc.), operational set points, and topographical data (LiDAR)
2. Collect field data - two individuals for a total of 1 day (8 hours)
3. Review City's base water usage and pump data in all zones
4. Hydrant flow testing for calibration

B. Water Demand Data Analysis

1. Analyze water billing data and production data to determine Average Daily Demand (ADD), Maximum Day Demand (MDD), and the Peak Hour Demand (PHD)

C. Water System Computer Model Construction

1. Add pipes and nodes to model
2. Add water storage and pumps to model
3. Add hydrants and valves to model
4. Assign elevations to nodes with topographic data
5. Add water demands to model
6. Perform topology and connectivity review for accuracy of model components
7. Calibrate base water system model through the use of hydrant flow testing and adjusting pipe c factors
8. Update City GIS data with any missing pipe sizes, etc. discovered while building the model

D. Water System Improvement Alternatives, Simulation Modeling

1. Run and analyze model scenarios for existing system (Alternative #1)
2. Add model scenarios for removal of Franklin Street tower, pressure zone boundary changes, placement of pressure reducing valves (**PRVs**), and system improvements (Alternative #2)
3. Add model scenarios for replacement of Franklin Street tower, possible pressure zone boundary changes, placement of PRV's, and system improvements (Alternative #3)
4. Review and test model results

E. Cost Estimating and Alternatives Analysis Memo

1. Prepare order-of-magnitude cost opinions of identified improvements for alternative solutions
2. Prepare Alternatives Analysis Memo with descriptions of alternatives and order-of-magnitude cost opinions
3. Prepare presentation materials and present results at one (1) meeting with City staff and at one (1) City Council Meeting

Phase III Services – Preparation of IL EPA Project Plan

F. Project Plan Preparation and Submittal

1. Project Plan shall be prepared in accordance with IL EPA requirements. Engineer will coordinate with IL EPA to confirm requirements. The document will include the following required sections, some of which are not applicable to the project:
    i. A discussion of the extent of the existing waterworks system
    ii. A discussion of the justification for the project
    iii. A discussion of the soil, groundwater conditions, and foundation conditions
    iv. A discussion of current water use data
    v. A discussion of water demand
    vi. A discussion of sources of water supply
    vii. A discussion of storage facilities
    viii. A discussion of treatment processes
    ix. A discussion of the distribution system
    x. Identification and evaluation of alternatives with recommendation of selected alternative. An evaluation for up to three alternatives will include qualitative and quantitative comparisons
    xi. A discussion of the recommended alternative
    xii. A discussion of sewerage system available
    xiii. A discussion of waste disposal
    xiv. A discussion of automation
    xv. A discussion of project sites
    xvi. A discussion of financing
    xvii. A discussion of future extensions
    xviii. A discussion of possible schedule for implementation
2. Engineer shall submit three bound copies of a Draft Project Plan for City review and approval prior to finalizing the document. Engineer will incorporate City input received during Draft Project Plan Meeting into the final document.
3. Engineer shall submit three bound copies and a CDROM containing an electronic copy of the Project Plan to the City.

G. Extra Services

Services other than those listed above may be required of the Engineer by the Owner. If so, the Owner shall advise and/or authorize the Engineer to perform extra services. All services not specifically listed above are classified as extra services. The extra services offered by the Engineer include, but are not limited to, the following:

1. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the project.
2. Provision of services resulting from significant changes in the general scope, extent, or character of the project.
3. Provision of services necessitated by out-of-town travel required of the Engineer other than visits to the project site or the offices of the Owner.
4. Provision of land/property surveys, research, preparation of plats and descriptions, or related services needed for the transfer of interests in real property and acquiring easements.
5. Provision of topographical surveys or mapping.
6. Preparation of construction plans or specifications or bid documents.
7. Provision of construction services.
8. Additional hydraulic modeling scenarios for future development and/or utility master planning.
9. Additional GIS data collection.

OWNER'S RESPONSIBILITIES

The Owner shall do the following in a timely manner so as to not delay the services of Engineer:

1. Provide all available mapping and GIS information relevant to this project.
2. Provide access to water system components pertinent to this study.
3. Provide existing base water usage and pump data.
4. Designate a person to act as Owner's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to Engineer's services for the project.

PROJECT SCHEDULE

Upon receipt of the signed Amendment No. 2, Phase II Services shall be completed within a time frame of 150 days. Upon authorization from the Galena City Council and the City Engineer, Phase III Services shall be completed within a time frame of 60 days.

COMPENSATION

The Owner shall compensate the Engineer for the above Scope of Services on a monthly basis according to the progress of the project as follows:

Phase II Services – Alternatives Analysis and Water System Computer Model
Lump Sum Fee of **$35,400.00** (Thirty-Five Thousand Four Hundred Dollars and Zero Cents)

Phase III Services – Preparation of IL EPA Project Plan
Lump Sum Fee of **$25,800.00** (Twenty-Five Thousand Eight Hundred Dollars and Zero Cents)

Compensation for Part G Extra Services of the above Scope of Services shall be based on the time required in accordance with our current hourly rates or a lump sum fee to be established and approved prior to performing extra services. The standard hourly rates shall be adjusted on an annual basis to reflect equitable changes to various cost components on December 31st of each year. An amendment to the Proposal with the adjusted hourly rates shall be prepared.

Compensation is conditioned on the time to complete the services referenced above. Should the time to complete the services be extended beyond this period due to reasons not the fault of and beyond the control of the Engineer, the total compensation to the Engineer may be appropriately adjusted.

GENERAL TERMS AND CONDITIONS

General Terms and Conditions are included as a part of this Amendment No. 2.

If the services and fees defined in this Proposal are acceptable, please return one signed copy to our office. Please do not hesitate to call if you have any questions.

Sincerely,
IIW, P.C.

James D. Bousley
Project Manager & Municipal Engineer

Patrick R. Ready, PE
Director of Engineering Operations

The City of Galena hereby accepts this Proposal and General Terms and Conditions and authorizes the work for the following phases covered under this Amendment No. 2:

- [X] Phase II Services – Alternatives Analysis and Water System Computer Model (Items A, B, C, D, and E)
- [ ] Phase III Services – Preparation of IL EPA Project Plan (Item F)

Terry Renner
Authorized Signature

10/23/18
Date

P:\15\038\Project Admin\Contract - Agreements\COntract Amendment - Comprehensive Water Study\Contract Amendment 2 - Galena Water System Study - Water Tower Removal - Phase II - jfw.docx

THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY TO THE ATTACHED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN IIW, P.C., HEREIN REFERRED TO AS THE CONSULTANT, AND THE CLIENT IDENTIFIED IN THE ATTACHED AGREEMENT.

General Terms and Conditions

The Client shall provide all criteria and full information with regard to his or her requirements for the Project, and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type

and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

City of Galena

Proposal for an Illinois Environmental Protection Agency Public Water Supply Loan Application

Community Funding & Planning Services (CFPS) is providing the City of Galena with a proposal for the preparation and submittal of a Public Water Supply Loan from the Illinois Environmental Protection Agency (IEPA). The project will be two-fold: one part will entail the amendment, update and submittal of the Water System Report for IEPA approval; with the second part entailing the submittal of an IEPA loan application for water system improvements on the west side of town identified in the Report along with water tower demolition.

Proposed Scope of Work:

All work will be done according to IEPA Infrastructure Financial Assistance Section (IFAS) guidelines. Scope of work entails a review of the existing Water System Report and the proposed changes to make up the amended report. CFPS will work with the City and its engineer to identify and complete the necessary updates for the amended report. The Amended Water System Report is being provided to IEPA for approval for all of the recommended improvements. The scope of work also entails all work needed with the application to IEPA and concludes with the signing of the IEPA loan agreement, with on-going correspondence with the City and IEPA throughout the loan application process. All work associated with engineering services -- creating the plans and specifications, bidding, and contract documentation – is not included and will be completed by the City and/or its engineer.

Basic Services:

- On-going correspondence with IEPA on the City's application process.
- Review Amended Water System Report; identify necessary updates. Some items may have to be completed by the engineer (i.e., more information on existing water system, engineer's checklist); other items (i.e., environmental review, potential debt and impact on user rates) will be completed by CFPS.
- Secure updated cost estimate for amended work.
- Pre-application submitted to IEPA
- Prepare IEPA Environmental Review; send letters to required state agencies and secure clearance letters.
- Prepare Project Summary and Environmental Notice and publish in local paper. Assist with 10-day public comment period.
- Prepare letter to IEPA informing them that I'm an authorized representative for the City for its IEPA loan application process.
- Complete various IEPA forms
- Gather information on current revenues and expenses of the water system; assist City in updating the 5-year projected revenues/expenses worksheet.
- Review of existing revenue and expenses of the water system; recommend increase if necessary to accommodate debt associated with the new loan.
- Prepare project timeframe.

- Review project costs, and the annual debt incurred and the impact to user rates. Work with City on annual repayment amount and loan terms.
- Gather information and prepare IEPA Final loan application, Financial Information Checklist and Program Financial Requirements.
- Correspondence with IEPA's Legal Counsel on draft Authorizing Loan Ordinance. Submit to City's legal counsel for review/approval. Provide to City for adoption.
- Provide information to City's legal counsel for legal 'Opinions' on required forms.
- Publish Ordinance in local paper; assist with 30-day comment period.
- Prepare and provide the City with a petition form made available during public comment period.
- Secure the following from City and/or City engineer:
    - Project plans and specs – CFPS to provide engineer with all IEPA front-end documents
    - Bid advertisement
    - Pre-bid meeting schedule (CFPS to attend and participate)
    - CFPS to review bids to ensure they meet all IEPA bidding requirements
    - Bid tabulation
    - Engineer's recommendation to award
    - Copies of contract documentation
- Prepare Notice of Intent to Award.
- Review final loan agreement with City once loan is awarded from IEPA.

Additional Services:

- Services of a professional archaeologist to perform field investigation or required archaeological survey (as a sub-component of an Environmental Review), if applicable.
- Services associated with the administration of the IEPA loan once awarded to the City are not included in the Basic Services. Administrative fees will be taken into consideration with the project budget and all or a portion of the fees may be paid with the loan funds.

Proposed Fee:

The fee associated with reviewing the amended Water System Report, along with gathering information, preparing and submitting a Public Water Supply Loan application to the Illinois Environmental Protection Agency's Infrastructure Financial Assistance Section will be $13,500. The fee will be invoiced as services are incurred.

Proposed Timeframe:

It can typically take between six and eight months to complete the loan application process, advertise and award the project. CFPS understands the City is not anticipating construction until 2022. IEPA loan rates will be based on the current loan criteria at the time of application and upon execution of a loan agreement. The City may be eligible for principal loan forgiveness along with a lower interest rate due to Small Community Criteria.

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
ARGUS DENTAL & VISION INC. (120754)							
103019	1	Invoice	VISION INSURANCE	10/30/2019	130.28		01.13.451.01
Total ARGUS DENTAL & VISION INC. (120754):					130.28		
BARD MATERIALS CENTRAL REGION (119788)							
389612	1	Invoice	PARK IMPROVEMENTS	10/26/2019	111.25		17.52.820.06
389613	1	Invoice	STORM SEWER	10/26/2019	183.00		01.41.514.06
Total BARD MATERIALS CENTRAL REGION (119788):					294.25		
BLACKTOP DRIVEWAY SERVICE (71)							
6125	1	Invoice	MISC. PROJECTS	10/24/2019	1,520.00		01.41.614.05
Total BLACKTOP DRIVEWAY SERVICE (71):					1,520.00		
BLAIN'S FARM & FLEET (120547)							
2858	1	Invoice	DOG FOOD/HEKTOR	10/20/2019	31.99		01.21.814.06
579	1	Invoice	CLOTHING	11/01/2019	49.99		01.41.579.02
Total BLAIN'S FARM & FLEET (120547):					81.98		
CEDAR CROSS OVERHEAD DOOR (588)							
218916	1	Invoice	GARAGE DOOR MAINTE	10/29/2019	1,096.00		01.41.511.00
Total CEDAR CROSS OVERHEAD DOOR (588):					1,096.00		
CIVIL MATERIALS (120397)							
118684	1	Invoice	FLOOD MAINTENANCE	10/17/2019	130.26		20.25.515.00
118685	1	Invoice	MISC. MATERIALS	10/17/2019	189.10		01.41.614.04
119021	1	Invoice	STORM SEWER	10/30/2019	59.03		01.41.514.06
119021	2	Invoice	MISC. MATERIALS	10/30/2019	58.44		01.41.614.04
Total CIVIL MATERIALS (120397):					436.83		
COMPASS MINERALS AMERICA (120335)							
521884	1	Invoice	SALT	10/31/2019	1,862.24		01.41.614.07
Total COMPASS MINERALS AMERICA (120335):					1,862.24		
CUB SCOUT PACK 93 (119712)							
102419	1	Invoice	HOLIDAY DECORATIONS	10/24/2019	66.00		01.21.549.00
102419	2	Invoice	HOLIDAY DECORATIONS	10/24/2019	114.00		58.54.553.00
102419	3	Invoice	HOLIDAY DECORATIONS	10/24/2019	160.00		01.11.929.01
Total CUB SCOUT PACK 93 (119712):					340.00		
DUBUQUE FIRE EQUIPMENT, INC. (631)							
148208	1	Invoice	NEW FIRE EXTINGUISHE	10/17/2019	330.10		58.54.511.00
Total DUBUQUE FIRE EQUIPMENT, INC. (631):					330.10		
EXACT PEST SOLUTIONS, INC. (120708)							
18315	1	Invoice	PEST CONTROL	10/23/2019	80.00		58.54.511.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total EXACT PEST SOLUTIONS, INC. (120708):					80.00		
GALENA ARC (850)							
110819	1	Invoice	HAHN COUNCIL SALARY	11/08/2019	100.00		01.11.432.00
Total GALENA ARC (850):					100.00		
GALENA CHRYSLER (82)							
74615	1	Invoice	SQUAD 6 MAINTENANCE	10/29/2019	133.06		01.21.513.06
74617	1	Invoice	SQUAD 4 MAINTENANCE	10/29/2019	45.56		01.21.513.06
Total GALENA CHRYSLER (82):					178.62		
GALENA GAZETTE (34)							
00069161	1	Invoice	ANNUAL TREASURERS R	10/18/2019	615.10		01.13.554.00
00069292	1	Invoice	PUBLIC HEARING NOTIC	10/25/2019	42.75		01.16.553.00
Total GALENA GAZETTE (34):					657.85		
GALL'S, INC. (712)							
013965628	1	Invoice	BARRIER TAPE - NO PAR	10/14/2019	103.50		01.21.540.01
014115205	1	Invoice	UNIFORMS/KIM	10/30/2019	58.17		01.21.471.15
Total GALL'S, INC. (712):					161.67		
GASSER @ GALENA (24)							
110119	1	Invoice	MISC. SUPPLIES	11/01/2019	16.18		01.41.514.06
110119	2	Invoice	MISC. SUPPLIES	11/01/2019	20.68		01.41.514.11
110119	3	Invoice	MISC. SUPPLIES	11/01/2019	19.74		01.41.614.05
110119	4	Invoice	MISC. SUPPLIES	11/01/2019	321.48		01.41.652.00
110119	5	Invoice	MISC. SUPPLIES	11/01/2019	90.83		01.41.653.00
110119	6	Invoice	GARBAGE BAGS	11/01/2019	827.64		13.44.540.04
110119	7	Invoice	MISC. SUPPLIES	11/01/2019	115.35		17.52.652.00
110119	8	Invoice	MISC. SUPPLIES	11/01/2019	30.57		22.22.611.00
110119	9	Invoice	MISC. SUPPLIES	11/01/2019	35.96		22.22.613.00
110119	10	Invoice	MISC. SUPPLIES	11/01/2019	12.58		22.22.929.00
110119	11	Invoice	MISC. SUPPLIES	11/01/2019	15.98		58.54.511.00
110119	12	Invoice	MISC. SUPPLIES	11/01/2019	169.86		58.54.654.01
Total GASSER @ GALENA (24):					1,676.85		
GHS MUSIC BOOSTERS (119711)							
110119	1	Invoice	HALLOWEEN PARKING	11/01/2019	1,130.50		01.13.911.00
Total GHS MUSIC BOOSTERS (119711):					1,130.50		
GLOBAL REACH INTERNET PROD. (119792)							
103639	1	Invoice	WEBSITE HOSTING FEE	09/01/2019	123.20		01.13.512.05
Total GLOBAL REACH INTERNET PROD. (119792):					123.20		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
GWI014791	1	Invoice	PARADE TOWING	10/29/2019	67.47		01.11.549.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					67.47		
HALSTEAD, MARY L. (119966)							
111219	1	Invoice	CITY HALL JANITOR	11/12/2019	290.00		01.13.511.07
111219	2	Invoice	PUBLIC RESTROOMS AT	11/12/2019	270.00		01.13.511.08
111219	3	Invoice	MARKET HOUSE RESTR	11/12/2019	258.50		01.13.511.09
Total HALSTEAD, MARY L. (119966):					818.50		
HEALTHCARE SERVICE CORPORATION (118931)							
110119	1	Invoice	HSA/FAMILY/EMPLOYEE	11/01/2019	539.24		01.218.0
110119	2	Invoice	HEALTH INSURANCE	11/01/2019	2,156.96		01.13.451.00
Total HEALTHCARE SERVICE CORPORATION (118931):					2,696.20		
HEIAR FENCING & SUPPLY, INC. (120756)							
10283	1	Invoice	PARADE FENCE RENTAL	10/24/2019	1,000.00		01.41.652.04
Total HEIAR FENCING & SUPPLY, INC. (120756):					1,000.00		
HOLLAND HEATING, AIR COND (99)							
46948	1	Invoice	NEW THERMOSTAT	10/17/2019	137.16		22.22.611.00
Total HOLLAND HEATING, AIR COND (99):					137.16		
HYDE, MARY BETH (101)							
102819	1	Invoice	TRAINING/TRAVEL	10/28/2019	329.56		01.14.562.00
102819	2	Invoice	TRAINING/TRAVEL	10/28/2019	105.05		01.14.562.00
Total HYDE, MARY BETH (101):					434.61		
IIW ENGINEERS & SURVEYORS, PC (260)							
73170	1	Invoice	SURVEY	10/28/2019	776.50		17.52.870.03
Total IIW ENGINEERS & SURVEYORS, PC (260):					776.50		
JO CARROLL ENERGY, INC. (397)							
110119	1	Invoice	STREET LIGHTS	11/01/2019	5,269.41		15.41.572.00
110119	2	Invoice	LIFT STATION	11/01/2019	142.86		52.43.850.09
110119	3	Invoice	POLICE/ELECTRIC	11/01/2019	582.16		01.21.571.01
110119	4	Invoice	EMS/ELECTRIC	11/01/2019	132.28		12.10.571.01
110119	5	Invoice	PARKS/ELECTRIC	11/01/2019	88.51		17.52.571.01
110119	6	Invoice	FLOOD/ELECTRIC	11/01/2019	278.54		20.25.576.01
110119	7	Invoice	FIRE/ELECTRIC	11/01/2019	518.63		22.22.576.01
110119	8	Invoice	TURNER HALL/ELECTRIC	11/01/2019	1,026.19		58.54.571.01
110119	9	Invoice	WELCOME SIGNS	11/01/2019	36.48		01.41.571.01
Total JO CARROLL ENERGY, INC. (397):					8,075.06		
JO DAVIESS CTY HEALTH DEPT (121)							
IN0000262	1	Invoice	HEALTH DEPARTMENT LI	11/01/2019	125.00		59.55.511.02

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JO DAVIESS CTY HEALTH DEPT (121):					125.00		
JO DAVIESS CTY SHERIFF (116)							
110119	1	Invoice	CITY SHARE OF OFFICE	11/01/2019	200.12		01.21.538.00
110119	2	Invoice	RADIO SERVICE	11/01/2019	100.00		22.22.538.00
Total JO DAVIESS CTY SHERIFF (116):					300.12		
KEEFFER, JANELLE (120130)							
110119	1	Invoice	SUPPLIES/TURNER HALL	11/01/2019	38.52		58.54.553.00
110619	1	Invoice	OFFICE SUPPLIES	11/06/2019	11.76		01.13.651.02
Total KEEFFER, JANELLE (120130):					50.28		
KUZNIAR, MIKE (120480)							
110619	1	Invoice	CROWD CONTROL FOR	11/06/2019	105.00		01.21.540.01
Total KUZNIAR, MIKE (120480):					105.00		
LARSON DESIGN STUDIO (120758)							
LDS_COG_1	1	Invoice	LOGO CREATION/CONVE	11/01/2019	50.00		58.54.553.00
Total LARSON DESIGN STUDIO (120758):					50.00		
LAWSON PRODUCTS, INC. (627)							
102219	1	Invoice	SUPPLIES	10/22/2019	68.82		01.41.652.00
Total LAWSON PRODUCTS, INC. (627):					68.82		
LEIBOLD AUTO CENTER OF GALENA (943)							
35622	1	Invoice	2017 DODGE 1-TON	10/08/2019	1,493.88		01.41.613.03
Total LEIBOLD AUTO CENTER OF GALENA (943):					1,493.88		
LOUIE'S AGGREGATE COMPANY (1218)							
5696	1	Invoice	REPAIR LEAK	10/18/2019	496.17		01.41.614.04
Total LOUIE'S AGGREGATE COMPANY (1218):					496.17		
LOUIE'S TRENCHING SERVICE (127)							
4329	1	Invoice	REPAIR LEAK	10/14/2019	940.00		01.41.614.04
Total LOUIE'S TRENCHING SERVICE (127):					940.00		
MIDWEST BUSINESS PRODUCTS (120561)							
102119	1	Invoice	COPIES	10/21/2019	298.27		01.13.579.00
102119	2	Invoice	KIP	10/21/2019	244.26		52.43.549.00
Total MIDWEST BUSINESS PRODUCTS (120561):					542.53		
MIDWEST MEDICAL CENTER (119435)							
103119	1	Invoice	JODI ROWE MEDICAL BIL	10/31/2019	177.24		01.21.549.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total MIDWEST MEDICAL CENTER (119435):					177.24		
MONTGOMERY TRUCKING (133)							
197716	1	Invoice	REFUSE HANDLING CON	10/31/2019	14,540.87		13.44.540.04
197716	2	Invoice	RECYCLING CONTRACT	10/31/2019	5,017.59		13.44.540.00
197716	3	Invoice	DUMPSTER RENT	10/31/2019	60.00		13.44.544.03
197716	4	Invoice	DUMPSTER DISPOSAL F	10/31/2019	156.50		01.41.573.00
Total MONTGOMERY TRUCKING (133):					19,774.96		
MUNICIPAL CLERKS OF IL (143)							
110119	1	Invoice	DUES	11/01/2019	55.00		01.14.561.00
Total MUNICIPAL CLERKS OF IL (143):					55.00		
NAPA AUTO PARTS (79)							
110119	1	Invoice	SWEEPER	11/01/2019	4.99		01.41.613.11
110119	2	Invoice	MAINTENANCE	11/01/2019	38.23		17.52.514.00
110119	3	Invoice	MISC. VEHICLES	11/01/2019	4.99		17.52.652.00
Total NAPA AUTO PARTS (79):					48.21		
NICOR (151)							
110119	1	Invoice	MARKETHOUSE RESTRO	11/01/2019	48.36		01.13.511.06
Total NICOR (151):					48.36		
NICOR (F) (118924)							
110119	1	Invoice	CITY HALL-GAS	11/01/2019	128.21		01.13.571.05
110119	2	Invoice	POLICE-GAS	11/01/2019	105.99		01.21.571.05
110119	3	Invoice	PUBLIC WORKS-GAS	11/01/2019	113.05		01.41.571.05
110119	4	Invoice	FIRE DEPARTMENT-GAS	11/01/2019	136.53		22.22.571.05
Total NICOR (F) (118924):					483.78		
NUTOYS LEISURE PRODUCTS (373)							
49833	1	Invoice	EQUIPMENT MAINTENAN	10/23/2019	471.00		17.52.517.02
Total NUTOYS LEISURE PRODUCTS (373):					471.00		
PERFECTION LAWN CARE (119990)							
4088	1	Invoice	GRANT PARK FLOWER M	11/04/2019	300.00		17.52.870.04
Total PERFECTION LAWN CARE (119990):					300.00		
PF PETTIBONE & CO (395)							
177722	1	Invoice	TRAFFIC STOP DATA SH	10/23/2019	88.45		01.21.554.00
177779	1	Invoice	WRITTEN WARNINGS	10/31/2019	73.00		01.21.554.00
177779	2	Invoice	WRITTEN WARNINGS	10/31/2019	210.40		01.21.651.00
Total PF PETTIBONE & CO (395):					371.85		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
PIONEER FORD (120509)							
25658	1	Invoice	REAR WIPERS/K-9 SQUA	10/23/2019	17.48		01.21.814.06
Total PIONEER FORD (120509):					17.48		
QUILL CORP. (686)							
2243499	1	Invoice	OFFICE SUPPLES/ALL	10/25/2019	84.97		01.13.651.02
Total QUILL CORP. (686):					84.97		
RIVER CITY PAVING (56)							
4300017503	1	Invoice	HOT MIX	09/25/2019	1,258.56		15.41.614.03
Total RIVER CITY PAVING (56):					1,258.56		
SECURITY PRODUCTS OF DUBUQUE (119890)							
247-13003	1	Invoice	ALARM MONITORING	10/28/2019	27.00		01.13.552.00
Total SECURITY PRODUCTS OF DUBUQUE (119890):					27.00		
SELCO, INC. (119585)							
74294	1	Invoice	PARADE BARRICADES	10/29/2019	575.00		01.41.652.04
Total SELCO, INC. (119585):					575.00		
SERVPRO OF DUBUQUE (119766)							
202244	1	Invoice	WATER HEATER/REMEDI	07/08/2019	3,638.87		59.55.511.01
Total SERVPRO OF DUBUQUE (119766):					3,638.87		
SIGNCRAFT SCREENPRINT, INC. (555)							
574854	1	Invoice	SIGNS FOR HALLOWEEN	10/24/2019	84.19		01.21.540.01
Total SIGNCRAFT SCREENPRINT, INC. (555):					84.19		
T & T ELECTRONICS (120055)							
2278	1	Invoice	ELECTRONICS RECYCLI	10/21/2019	75.00		13.44.929.00
Total T & T ELECTRONICS (120055):					75.00		
TAMMY'S PIGGLY WIGGLY (120385)							
102619	1	Invoice	FOOD/PARADE HELP	10/26/2019	138.55		01.21.540.01
Total TAMMY'S PIGGLY WIGGLY (120385):					138.55		
TECHNOLOGY MANAGEMENT REV FUND (120601)							
T2008406	1	Invoice	MONTHLY CHARGE FOR	10/15/2019	265.62		01.21.542.00
Total TECHNOLOGY MANAGEMENT REV FUND (120601):					265.62		
TOP NOTCH PLUMBING, HEATING (625)							
24425	1	Invoice	PUBLIC RESTROOMS/TH	10/31/2019	139.20		01.13.511.01

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total TOP NOTCH PLUMBING, HEATING (625):					139.20		
US CELLULAR (92)							
110119	1	Invoice	PUBLIC WORKS/CELL PH	11/01/2019	36.97		01.41.552.00
110119	2	Invoice	ADMIN/CELL PHONE	11/01/2019	36.97		01.11.552.00
110119	3	Invoice	MORAN/CELL PHONE	11/01/2019	19.00		01.261.0
110119	4	Invoice	POLICE/CELL PHONES	11/01/2019	73.95		01.21.552.01
110119	5	Invoice	HUNTINGTON/CELL PHO	11/01/2019	36.95		01.216.0
110119	6	Invoice	TONY/CELL PHONE	11/01/2019	43.59		01.261.0
110119	7	Invoice	POOL IPADS	11/01/2019	148.29		59.55.552.00
Total US CELLULAR (92):					395.72		
US POSTAL SERVICE (1076)							
110119	1	Invoice	PERMIT 82 ACCOUNT PO	11/01/2019	750.00		13.44.551.00
110119	2	Invoice	PERMIT 82 ACCOUNT PO	11/01/2019	500.00		51.42.551.00
110119	3	Invoice	PERMIT 82 ACCOUNT PO	11/01/2019	250.00		52.43.551.00
Total US POSTAL SERVICE (1076):					1,500.00		
VERIZON WIRELESS (316)							
110119	1	Invoice	PAY & DISPLAY	11/01/2019	75.08		53.48.555.00
Total VERIZON WIRELESS (316):					75.08		
WEBER PAPER COMPANY (40)							
D080036	1	Invoice	PAPER	10/21/2019	307.20		01.13.651.02
DO80565	1	Invoice	JANITOR SUPPLIES	10/29/2019	511.64		01.13.654.00
DO80602	1	Invoice	RESTROOM SUPPLIES	10/29/2019	457.60		01.13.654.01
Total WEBER PAPER COMPANY (40):					1,276.44		
WEX BANK (119104)							
110119	1	Invoice	PUBLIC WORKS-GAS	11/01/2019	981.12		01.41.655.00
110119	2	Invoice	PARKS-GAS	11/01/2019	289.57		17.52.655.03
110119	3	Invoice	POLICE-GAS	11/01/2019	1,472.95		01.21.655.00
110119	4	Invoice	BUILDING-GAS	11/01/2019	54.03		01.46.655.00
110119	5	Invoice	FIRE-GAS	11/01/2019	395.70		22.22.655.00
Total WEX BANK (119104):					3,193.37		
WHITE CONSTRUCTION CO., INC. (119359)							
110119	1	Invoice	PUBLIC WORKS JANITOR	11/01/2019	110.00		01.41.511.01
Total WHITE CONSTRUCTION CO., INC. (119359):					110.00		
WHITE'S LAWN CARE (119092)							
12278	1	Invoice	TREE CUTTING	11/01/2019	600.00		01.41.517.02
12278	2	Invoice	FIX LITE BY CASEYS	11/01/2019	100.00		15.41.514.06
Total WHITE'S LAWN CARE (119092):					700.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
WHKS & CO. (119367)							
39984	1	Invoice	ENGINEERING	10/16/2019	3,918.46		15.41.850.00
Total WHKS & CO. (119367):					3,918.46		
WORKSHOP, THE (120647)							
46410	1	Invoice	FINANCE/RUG SERVICE	10/31/2019	8.80		01.13.654.00
46410	2	Invoice	FIRE/RUG SERVICE	10/31/2019	110.00		22.22.538.01
46410	3	Invoice	POLICE/RUG SERVICE	10/31/2019	66.00		01.21.651.00
46410	4	Invoice	TURNER HALL/RUG SER	10/31/2019	89.10		58.54.654.01
Total WORKSHOP, THE (120647):					273.90		
YANEZ, RUTH (120757)							
110619	1	Invoice	DAMAGE DEPOSIT REFU	11/06/2019	200.00		58.54.929.00
Total YANEZ, RUTH (120757):					200.00		
ZARNOTH BRUSH WORKS INC. (212)							
0177600	1	Invoice	SWEEPER	10/23/2019	239.00		01.41.613.11
Total ZARNOTH BRUSH WORKS INC. (212):					239.00		
Grand Totals:					68,294.48		

Report GL Period Summary

Vendor number hash:	4574320
Vendor number hash - split:	6735099
Total number of invoices:	77
Total number of transactions:	130

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	68,294.48	68,294.48
Grand Totals:	68,294.48	68,294.48