City of Galena, Illinois

AGENDA

REGULAR CITY COUNCIL MEETING

6:30 P.M., TUESDAY, OCTOBER 11, 2022

CITY HALL - 101 GREEN STREET

ITEM	DESCRIPTION
22C-0386.	Call to Order by Presiding Officer
22C-0387.	Roll Call
22C-0388.	Establishment of Quorum
22C-0389.	Pledge of Allegiance
22C-0390.	Reports of Standing Committees
22C-0391.	Citizens Comments • Not to exceed 15 minutes as an agenda item • Not more than 3 minutes per speaker

PUBLIC HEARINGS

None.

LIQUOR COMMISSION

None.

CONSENT AGENDA CA22-19

ITEM	DESCRIPTION	PAGE
22C-0392.	Approval of the Minutes of the Regular City Council Meeting of September 26, 2022	3-10
22C-0393.	Approval of Halloween Trick-or-Treat in the City of Galena on Monday, October 31 from 5:00 P.M. to 7:00 P.M.	--

UNFINISHED BUSINESS

ITEM	DESCRIPTION	PAGE
22C-0329.	Possible Reconsideration of an Ordinance Authorizing the Execution of an Annexation Agreement with the Richard Family Properties (Ben Richards) for 3.1 Acres Known as the Guy's Truck and Tractor Subdivision in the Galena Industrial Park	11-38
22C-0353.	Discussion and Possible Action on a Contract for a Community-Wide Surveillance Camera System	39-45
22C-0380.	Second Reading and Possible Approval of an Ordinance Authorizing the Sale of Municipally Owned Surplus Property—Hill Street Playground Equipment and Turner Hall Chairs	46-47

NEW BUSINESS

ITEM	DESCRIPTION	PAGE
22C-0394.	First Reading of an Ordinance Authorizing the Execution of the IMLRMA Minimum/Maximum Contribution Agreement	48-50
22C-0395.	Warrants	51-59
22C-0396.	Alderpersons' Comments	
22C-0397.	City Administrator's Report	
22C-0398.	Mayor's Report	
22C-0399.	Motion for Executive Session Including: • Section 2 (c) (5) – Purchase or lease of real estate.	
22C-0400.	Adjournment	

CALENDAR INFORMATION

BOARD/COMMITTEE	DATE	TIME	LOCATION
Zoning Board of Appeals	Wed., October 12	6:30 P.M.	City Hall, 101 Green Street
City Council	Monday, October 24	6:30 P.M.	City Hall, 101 Green Street
Historic Preservation Commission	Thursday, November 3	6:30 P.M.	City Hall, 101 Green Street

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 26 SEPTEMBER 2022

22C-0362– CALL TO ORDER

Mayor Renner called the regular meeting to order at 6:33 p.m. in the Board Chambers at 101 Green Street on 26 September 2022.

22C-0363 – ROLL CALL

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

Westemeier and Wienen were absent.

22C-0364– ESTABLISHMENT OF QUORUM

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

22C-0365 – PLEDGE OF ALLEGIANCE

The Pledge was recited.

22C-0366 - REPORTS OF STANDING COMMITTEE

No reports.

22C-0367 – CITIZENS COMMENTS

Ben Richard of 11380 Dandar St (Guy's Towing). Richard explained that his business was on the last Council agenda for an annexation agreement. The agreement was approved, but he was expecting a chance to rebut or negotiate. He wants to enter new information into the record for the possibility of reconsideration. He explained that his family wants to stay in the city and have their buildings together, but they do own 10 acres outside of the city where they could build. He explained that construction costs are high for building the new street, especially for a small family business. Some cities share in this cost. He wants to put in a beautiful building and two new commercial lots with highway frontage. He believes these lots would be very viable it would be lucrative to have these lots available right on Highway 20.

Richard stated that they plan to meet with city staff to continue to negotiate for city assistance with the cost of installing the street.

He stated that his business is a good community asset that does a lot for city, including towing abandoned vehicles and not billing the city. They work to keep families in town by having high schoolers work there and encourage them to go on to school and come back for fulltime employment. He said nearly all their customers are from Jo Daviess County and when they build, they will use 90% local contractors from the county.

He reiterated that he is asking for negotiations to discuss amending the annexation agreement to obtain assistance for the installation of the street.

CONSENT AGENDA CA22-18

22C-0368 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 12, 2022

22C-0369 – APPROVAL OF A CONTRACT WITH GEOSTAR MECHANICAL FOR BACKFLOW PREVENTION DEVICE INSPECTION AT $52.50 PER DEVICE

22C-0370 – APPROVAL OF BUDGET AMENDMENT BA23-04 FOR LOCALGOV TAX COLLECTION SOFTWARE SOLUTION

22C-0371 – APPROVAL OF CHANGE ORDER #4 FOR THE WEST SIDE UTILITY IMPROVEMENT PROJECT

Motion: Bernstein moved, seconded by Kieffer, to approve the consent agenda CA22-18.

Discussion: None.

Roll Call: AYES: Hahn, Kieffer, McCoy, Bernstein, Renner.
NAYS: None
ABSENT: Westemeier, Wienen

The motion carried.

UNFINISHED BUSINESS

22C-0352 – RECONSIDERATION OF DISCUSSION AND POSSIBLE ACTION ON A REQUEST BY AMERICAN LEGION POST 193 TO HONOR HENRY H. TAYLOR IN GRANT PARK

Motion: Hahn moved, seconded by McCoy, to open and reconsider the request by American Legion Post 193 to Honor Henry H. Taylor in Grant Park and restrict the height of the complete statue to 6.5 feet, 22C-0352.

Discussion: Mayor Renner briefly described that the original proposal was for 7.5 feet but we have since learned that the Washburn statue in Washburn Park is 6.5 feet. This is the new information causing the reconsideration.

McCoy thinks it makes sense for all the similar statue to be the same height. This would also apply to the previously approved statues of the nine generals. Kieffer agreed.

Roll Call: AYES: Kieffer, McCoy, Bernstein, Hahn, Renner.
NAYS: None
ABSENT: Westemeier, Wienen

The motion carried.

22C-0353- DISCUSSION AND POSSIBLE ACTION ON A CONTRACT FOR A COMMUNITY-WIDE SURVEILLANCE CAMERA SYSTEM

Discussion: Mayor Renner asked to postpone this until the next meeting. The mayor stated that he believes the full council should be present to discuss and vote on this ongoing topic.

Motion: Hahn moved, seconded by Kieffer, to postpone discussion on a contract for a Community-Wide Surveillance Camera System, 22C-0353.

Roll Call: AYES: McCoy, Bernstein, Hahn, Kieffer, Renner.
NAYS: None
ABSENT: Westemeier, Wienen

The motion carried.

NEW BUSINESS

22C-0372 - DISCUSSION AND POSSIBLE ACTION ON A LICENSE FOR NATHAN BUSSAN, 201 S. BENCH STREET, FOR ENCROACHMENTS ON THE WASHINGTON STREET RIGHT-OF-WAY

Motion: McCoy moved, seconded by Hahn, to approve a license for Nathan Bussan, 201 S. Bench Street, for encroachments on the Washington Street Right-of-Way as per agenda item 22C-0372.

Discussion: McCoy stated that no one knew whose property it was until the survey was conducted as part of the real estate transaction. This will facilitate the sale and allow the owner to move as he wishes.

Hahn said this is property that we all thought was owned by the property owner anyway.

The mayor said the house and wall were constructed long ago. People back then just built where they wanted. The license will help correct the error.

Roll Call: AYES: Bernstein, Hahn, Kieffer, McCoy, Renner.
NAYS: None
ABSENT: Westemeier, Wienen

The motion carried.

22C-0373- DISCUSSION AND POSSIBLE ACTION ON AN APPEAL BY DAVE AND BRAND GERGESCZ, 1000 THIRD STREET, OF A HISTORIC PRESERVATION COMMISSION RULING TO DENY THE USE OF ALUMINUM SOFFIT AND FACIA

Motion: Kieffer moved, seconded by McCoy, to deny the use of aluminum soffit and facia.

Discussion: Kieffer said it looked like the Historic Preservation Commission did their homework on this. He was not going to go against them when they voted unanimously. He said that according to the minutes of the HPC meeting, the contractor did not even get permits for the work.

Renner agreed and he understood that the complainant presented other homes as evidence of the use of similar materials, but they were installed before our time and they were typically non-distinctive homes.

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

The motion carried.

22C-0374- DISCUSSION AND POSSIBLE ACTION ON A REQUEST BY THE ILLINOIS OFFICE OF TOURISM AND GALENA COUNTRY TOURISM FOR FILMING IN GALENA, OCTOBER 4-6

Motion: Hahn moved, seconded by Bernstein, to approve the Request by the Illinois Office of Tourism and Galena Country Tourism for Filming in Galena, October 4-6 and the reservation/closing of a few parking spaces.

Discussion: The Mayor said the block on Main Street from Hill to Perry would close that day for 4-5 hours. There would be no parking on Perry Street that day to allow the detour to return to north Main Street from Commerce Street.

Hahn said it is a worthwhile project since it promotes Galena.

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

The motion carried.

22C-0375 – WATER AND SEWER OPERATIONS AND MAINTENANCE REPORT BY THE US. WATER CORPORATION

U.S. Water manager, Andrew Schuler, appeared to answer questions about his monthly written report. He expressed disappointment about the high water loss figure. He explained he is working with Sue, Matt, and Public Works to identify possible causes. His crew recently found an issue at top of Prospect that could account for some of the loss. They are addressing this leak now. He is also planning to undertake a leak survey soon. At this stage, he does not know if the loss or unbilled water is a metering issue or leak issues.

The Mayor asked if they have the equipment to find the leaks.

Andrew said yes and explained how the equipment works for locating leaks.

The Mayor commented on the Jo Carroll bill and use of electricity although he knows it is a cost of running the business.

Andrew explained how they are using well houses. He explained that will soon complete the installation of variable frequency drives on the well motors. This will allow for gradual ramping of the motors and energy savings. He also stated that we should see improvements and normalization now that the West Side project is nearly complete and fully operational.

The Mayor commented on the photos in the report and stated that they are very helpful. Council members agreed.

Andrew said they are finding a considerable amount of fat and grease and they are causing issues in systems. They cause considerable wear and tear on infrastructure. He said that the City will need to consider regulations for businesses that produce fats and grease.

Bernstein asked why we are not using well houses 5-6. Schuler explained that they are offline because of the final work that needs to be completed on the West Side pressure reducing station valves. The work is planned for completion very soon.

Mayor and Council thanked Andrew and his team for all they do.

22C-0376- DISCUSSION AND POSSIBLE ACTION ON RENEWAL OF EMPLOYEE HEALTH, DENTAL, LIFE, DISABILITY AND VISION INSURANCE POLICIES AND HEALTH SAVINGS ACCOUNT DISTRIBUTIONS

The Mayor asked the council to divide this item into two motions, insurance first then health savings account.

Motion: Hahn moved, seconded by Kieffer, to approve Renewal of Employee Health, Life, Disability (BCBS), Dental (MetLife), and Vision (Argus) Insurance Policies.

Discussion: Mayor Renner said the rate increases are not bad. Vision is paid 100% by the employee.

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

The motion carried.

Motion: Bernstein moved, seconded by McCoy, to approve the Health Savings Account Distributions to employee accounts on January 1, 2023, in the amount of $70,850.

Discussion: The Mayor said this is in accordance with the health savings account policy and is budgeted.

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

The motion carried.

22C-0377 – DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION AUTHORIZING AN APPLICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR WAYFINDING ALONG THE GALENA RIVER TRAIL

Motion: Hahn moved, McCoy seconded, to approve Authorizing an Application to the Illinois Department of Transportation for Wayfinding Along the Galena River Trail.

Discussion: Hahn stated this is an application to fund signs along the trail. He believes the signs will be a nice and needed addition.

The mayor stated that it does not hurt to apply and if we are successful we will be just 20% of the $50,000 project cost.

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

22C-0378 – DISCUSSION AND POSSIBLE ACTION ON FALL OPEN BURN

Motion: McCoy moved, seconded by Bernstein, to approve Galena's final open burn ever for November 3-7, with curbside pickup of yard waste the first three Tuesdays of this and every November and May thereafter as per agenda item 22C-0378.

Discussion: Hahn said he is not ready to ban open burn forever. Westemeier would not be on board either

Bernstein stated that Westemeier is not here—but she knows he would be against it.

Kieffer agreed that the smoke is bad. He has allergies and it bothers him. Other cities have completely banned. He stated that if we receive a lot of complaints, we can reconsider.

McCoy noted that at the outset of COVID, the Illinois Department of Public Health put out a press release about the irritants in the air from open burning causing respiratory problems and making COVID more dangerous. He knows fire pits will still be used for burning leaves. He noted the city has an ordinance on fire pits and that creates controls. He also suggested that a person can move away from fire pit smoke, but open burning effects neighborhoods and large areas of residences. He said that we would offer curbside pickup of yard waste, haul it to our landfill, and burn it when the conditions are right in the winter. This would be a controlled burn in an EPA approved location.

Kieffer said that the free pickup is a good service that should eliminate complaints? He reminded everyone that during the burn last fall, some fire smoldered for days.

The mayor did not want to vote tonight on making the burn ban indefinite. He wanted to wait for the full council to vote. He reminded that each ward of the city would then be represented in the vote. The mayor restated the motion.

Kieffer was ok with postponing.

McCoy, who made the motion, wanted to vote today.

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

22C-0379 – DISCUSSION AND POSSIBLE ACTION ON LOAN REQUEST #8 FOR IEPA LOAN 17-5811 IN THE AMOUNT OF $71,065.50 INCLUDING INVOICE #6 FROM FISCHER EXCAVATING AND ORIGIN DESIG INVOICE #77565

Motion: Kieffer moved, Hahn seconded, to approve Loan Request #8 for IEPA Loan 17-5811 in the Amount of $71,065.50 including Invoice #6 from Fischer Excavating and Origin Design Invoice #77565.

Discussion: Hahn said this is the final pay request. The project is finally done. He said it is time to pay the bills.

Renner said the EPA will pay the invoice and the city will repay the EPA as part of the grant and loan agreement.

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

22C-0380- DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE AUTHORIZING THE SALE OF MUNICIPALLY OWNED SURPLUS PROPERTY – HILL STREET PLAYGROUND EQUIPMENT AND TURNER HALL CHAIRS

Motion: McCoy moved, seconded by Bernstein, to approve an Ordinance authorizing the sale of municipally owned surplus property—Hill Street Playground Equipment and Turner Hall Chairs

Discussion: None.

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

The motion carried.

22C-0381– WARRANTS

Motion: Kieffer moved, seconded by McCoy, to approve the Warrants as presented, 22C-0381

Discussion: None.

Roll Call: AYES: Kieffer, McCoy, Bernstein, Renner
NAYS: None
ABSTAINED: Hahn
ABSENT: Westemeier, Wienen

The motion carried.

22C-0382 - ALDERPERSONS' COMMENTS

McCoy- Sorry to see former alderperson Laverne Greene had passed. He was on the Council when I started. Great guy and mentor.

Hahn -Ditto on Laverne Greene. He will be sadly missed.

Kieffer- Ditto again. Sat next to him for several years. He had Galena in his heart.

22C-0383– CITY ADMINISTRATOR'S REPORT

Moran explained that the street paving of Indian Ridge is complete. Brown Street will be completed in the coming days. West, Dodge, and High will be started soon. He also reported the Meeker Street parking lot lights are installed and operating, except one that was broken by the installer. The new lights in Shadow Bluff are also installed and will be operational soon. He went on to explain that the deer archery hunting season will begin October 1 and run through January 31. Moran thanked the Council for approving the employee insurance, he explained that even though there were modest premium increase, the City will save on total costs because of retirements and the associated changes to our employee census. The premium costs are well under the budgeted amount.

22C-0384– MAYOR'S REPORT

The Mayor said they would all miss Laverne as he was a super guy. He always put family and Galena first. October is going to be a busy month.

Next meeting will be on a Tuesday, October 11 due to Columbus Day on Monday, October 10.

MOTION FOR EXECUTIVE SESSION

Motion: Hahn moved, seconded by Bernstein to recess to Executive Session to discuss the following:

- Section 2 (c) (5) – Purchase or lease of real estate.

Discussion: None.

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

The motion carried.

The meeting recessed at 7:14 p.m.

The meeting reconvened at 7:32 p.m.

22C-0385 – ADJOURNMENT

Motion: McCoy moved, seconded by Hahn to adjourn.

Discussion: None.

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

The motion carried.

The meeting adjourned at 7:32 p.m.

Respectfully submitted,

Sue Simmons
Deputy City Clerk

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: October 5, 2022

RE: Guy's Towing Annexation

At the September 12 meeting, the city council approved an annexation agreement with Guy's Towing for a three-lot subdivision adjacent to the Industrial Park. At the September 26 meeting, Guy's owner, Ben Richard, spoke during public comments and asked the council to reconsider the terms of the agreement. He explained he thought he would have more opportunity to discuss the terms with the council before the agreement was finalized.

The September 12 approval of the annexation agreement included a property tax abatement for five years and on Lot 1 only. Richard is asking the council to reconsider the length of the abatement, also applying the abatement to Lot 2 and Lot 3, and the possibility of the city contributing to the materials cost for the new street, sewer, water, and storm sewer.

A vote to reconsider requires a motion and a second describing new information not available at the time of the original vote. Both the motion and the second must be made by council members who voted on the prevailing side of the original motion. A vote is not required once the motion and second are recorded. If the reconsideration is approved, then a new motion would be needed describing any desired changes to the approved annexation agreement. A vote to modify the annexation agreement would require five affirmative votes.

I am attaching the annexation agreement that was approved at the September 12 meeting for reference. Please contact me with any questions. Thank you.

ANNEXATION AGREEMENT

THIS AGREEMENT is made on or as of the _____ day of _____, 2022, by and between the **CITY OF GALENA, an Illinois Municipal Corporation** (the "City") and **Richard Family Properties, LLC, or their grantees, heirs, successors or assigns**, (the "Owner/Developer").

RECITALS

A. The Owner/Developer holds title to the "Property" hereinafter more particularly described in "Exhibit A."

B. Section 11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality and further states that lack of contiguity to the municipality of the property that is the subject of an annexation agreement does not affect the validity of an agreement.

C. Owner/Developer has signed a duly executed Petition for Annexation in accordance with the provisions of the Illinois Compiled Statutes, 65 ILCS 5/7-1-2 and is hereby requesting that the City enter into this Annexation Agreement pursuant to the requirements and provisions of Section 11-15.1-1 of the Illinois Municipal Code.

D. The Property is contiguous to the City of Galena and Owner/Developer has indicated the desire and intention to have the Property annexed to the City upon the terms and conditions herein set forth.

E. Section 11-15.1-2.1 of the Illinois Municipal Code provides that the property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances, control and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality's corporate limits.

F. Owner/Developer proposes to enter into an annexation agreement with the City for the Property, subdivide the Property into three lots, and rezone one lot to Heavy Industrial District and the other two lots to Planned Commercial District pursuant to authority granted by the City of Galena Zoning Board of Appeals and the Galena City Council.

G. Given the proximity of the Property to the City of Galena corporate boundary and the possible provision of City utilities to the Property, the proposed development of the Property will have a far greater impact on the City than upon any other unit of local government having the authority to undertake regulation of those operations.

H. On August 10, 2022, after duly published notice, the Zoning Board of Appeals of the City conducted a public hearing on the request of the Owner/Developer for approval of the Preliminary Plat of Subdivision, rezoning, variance to the front yard setback, a special use permit to allow discouraged wall materials in the Highway 20 corridor, and Highway 20 corridor design approval for the buildings. The Zoning Board of Appeals, by a vote of five (5) in favor and none (0) against (5-0) recommended the approval of the zoning applications.

I. On Augusts 22, 2022, after duly published notice, the City Council of the City reviewed and considered the record from the August 10, 2022, Zoning Board of Appeals public hearing on the proposed Preliminary Plat of Subdivision. The City Council voted

six (6) in favor and none (0) against (6-0), achieving the votes required for approval of the Preliminary Plat of Subdivision.

J. On August 22, 2022, after duly published notice, the City Council of the City reviewed the record from the August 10, 2022, Zoning Board of Appeals public hearing on the rezoning from Limited Agricultural to Heavy Industrial District and Planned Commercial District and voted to approve the first reading of the ordinance to rezone the Property.

K. On August 22, 2022, after duly published notice, the City Council conducted a public hearing on this Agreement in accordance with applicable law. The City Council then voted to approve the first reading of the ordinance to execute this Annexation Agreement.

L. On August 22, 2022, after duly published notice, the City Council voted six (6) in favor and zero (0) against (6-0), achieving the votes required for approval of the Preliminary Plat of Subdivision.

M. On August 22, 2022, after duly published notice, the City Council voted six (6) favor and none (0) against (6-0), achieving the votes required to approve the ordinance to rezone the Property from Limited Agricultural to Heavy Industrial District and Planned Commercial District.

N. On September 12, 2022, after duly published notice, the City Council voted ~~_____~~ five (5) favor and ~~_____~~ none (0) against (~~X~~5-~~X~~0), achieving the votes required to approve the ordinance to execute this Annexation Agreement.

O. On September 12, 2022, after duly published notice, the City Council voted ~~_____~~six (6) in favor and ~~_____~~none (0) against (~~X~~6-~~X~~0), achieving the votes required for approval of the Final Plat of Subdivision.

P. Performance by both the Owner/Developer and the City of their respective obligations under this Agreement is critical to the health, safety and welfare of the general public, and to the enjoyment and use of property located in the vicinity of the Property.

Q. Owner/Developer acknowledges and agrees that no development may begin on the Property until the associated permits are issued.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owner/Developer agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

1.1 **Incorporation of Recitals**. The recitals herein above set forth are incorporated into and made a part of this Agreement.

1.2 **Incorporation of Exhibits**. The exhibits attached hereto are incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 **Definitions**. As used in this Agreement, the following terms shall have the meaning set forth opposite each of them except where the use or context clearly indicates that a different meaning is intended:

2.1.1 "**Agreement**" or "**this Agreement**" shall mean this Annexation Agreement between the City and the Owner/Developer.

2.1.2 "**City**" means the City of Galena, a municipal corporation organized and existing under the laws of the State of Illinois and located in Jo Daviess County, Illinois.

2.1.3 "**County**" means the County of Jo Daviess in the State of Illinois.

2.1.4 "**Owner/Developer**" means Richard Family Properties, LLC, or their grantees, heirs, successors or assigns.

2.1.5 "**Property**" means the real property legally described on "Exhibit A."

2.1.6 "**Zoning Code**" means the City of Galena Zoning Ordinance found at Chapter 154 of the City Code of the City.

ARTICLE III

ANNEXATION AND ZONING OF THE PROPERTY

3.1 **Plat of Annexation.** A plat of annexation, prepared at the sole cost and expense of the Owner/Developer, depicting the relationship of the boundaries of the

Property prior to its annexation to the then-existing corporate limits of the City is attached and made part hereof as “Exhibit A”.

3.2 **Annexation of the Property.** Within sixty (60) days after the adoption of this agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement. In particular and without limitation, the City shall pass and approve an ordinance annexing the Property to the City and prepare and serve any notices as may be required for any township road district, fire protection district or library district, as appropriate. The City shall record with the Jo Daviess County Recorder as necessary the ordinance annexing the Property and record or file any other documents as may be necessary to effectuate the terms of this Agreement.

3.3 **Adoption of Ordinances Addressing Zoning Matters.** No later than sixty (60) days after the adoption of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the City to adopt an ordinance for the purpose of establishing the zoning of the Property and parts thereof, being Heavy Industrial District and Planned Commercial District zoning.

3.4 **Use of the Property Prior to Annexation.** Until the City annexes the Property as provided in Section 3.3 of this Agreement, the City and Owner/Developer agree that the Owner/Developer may proceed with planning activities for developing the

Property in accordance with and consistent with the terms of this Agreement and with all ordinances of the City regarding such development in place at the time of the execution of this Agreement.

ARTICLE IV

ZONING

4.1 **Zoning**. The City shall enact such ordinances, adopt such resolutions and take such other actions as are necessary to effectuate the following zoning:

1. Accept and approve the Final Plat of Subdivision

2. Zone the Property as Heavy Industrial District (Lot 1) and Planned Commercial District (Lot 2 and 3)

3. Approve a variance from the front yard building setback on Dandar Street to accommodate the proposed building addition.

4. Approve a special use permit to allow a discouraged wall material on the proposed building addition and new building on Lot 1 in the Highway 20 corridor

5. Approve the building designs for the proposed building addition and new building on Lot 1.

4.2 **Highway Corridor Overlay Compliance**. Prior to the issuance of any City building permit, the Owner shall comply with the provisions of the Highway Corridor

Overlay District as found in Zoning Code Section 154 Appendix C for those portions of the Property to which the Corridor District applies. According to Section 154.922, a Non-Administrative Highway 20 Development permit shall be required for those portions of the Property to which the Corridor District applies.

4.3 **Screening**. Pursuant to Zoning Code Section 154.301 and Section 154.923, Owner/Developer shall be required to provide City with the proposed location and screening of all onsite facilities for refuse collection, loading areas, outdoor storage areas and HVAC or other utility equipment prior to the issuance of a building permit for the construction of any improvements on the Property.

4.4 **Site Plans**. Consistent with City of Galena Zoning Code, site plans shall be submitted to the Zoning Administrator and shall be reviewed and, if in compliance with City ordinances and this Agreement, approved by the City pursuant to the provisions found in Zoning Code Section 154.134 of the Galena Zoning Code.

4.5 **Materials to be Used**. Exterior materials on all buildings shall comply with Section 154, Appendix C, of the Zoning Code, as applicable and unless modified by zoning variance.

4.6 **Lighting, Signage and Parking.** Lighting, signage, parking, and other infrastructure in the development shall comply with the City of Galena Zoning Ordinance Sections 154.601-154.604 and 154.801-154.811.

4.7 **Utilities**. All public utilities constructed in the Property shall be located within right-of-ways or easements dedicated for utility services. All easements shall be a minimum twenty (20) feet in width from the utility and shall be adequate for the

maintenance, repair, and replacement of the utilities as determined by the City engineer. All utilities constructed in the Property shall be located underground.

4.8 **Permits**. Prior to commencing construction of any buildings or development work, Owner/Developer shall at its sole cost and expense acquire any and all licenses or permits which may be required for said construction or work by applicable local ordinances of the City, as well as may be required by all county, state or federal statutes or regulations.

ARTICLE V

CODES AND ORDINANCES; FEES

5.1 Except where specifically limited or reserved by this Agreement, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, by the City of Galena Code of Ordinances, the City of Galena Zoning Code, the City of Galena Storm Water Detention Ordinance, or any other City code, ordinance or regulation, the terms, provisions and standards of this Agreement shall control and govern during the term of this Agreement.

5.2 No fee or charge of any description shall be imposed upon the Owner/Developer or upon the development and use of the Property, unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all Owner/Developer, users and developers of property within the City. The Owner/Developer shall be subject to any changes in fees or charges, either increases or decreases, or new fees or charges, collected by the City

during the term of this Agreement provided said changes are implemented on a uniform basis in the City and applicable to the Owner/Developer.

ARTICLE VI

SANITARY SEWER SERVICE

6.1 The City represents and warrants that it owns, operates and maintains a sanitary sewage collection, treatment and disposal system within its borders, and nearby the Property. All buildings on the property that are required by building code to have sanitary sewer facilities shall be connected to the public sewer system and shall not be permitted to utilize septic treatment or other alternative treatment or containment systems. Owner/Developer shall provide, at the sole cost and expense of the Owner/Developer, a study by a professional engineer, approved by the City prior to the commencement of work to perform the study, which clearly demonstrates the capacity of the existing sanitary system to serve the expected needs of Owner/Developer without adversely affecting the operation of the existing sanitary system. Said study shall also identify all needs and design requirements for the installation of all connecting mains, etc. to the existing City sewer system and any required system of mains within the Property for a fully functioning system to serve the sanitation sewer needs of the Property as developed. Any necessary upgrades of the system identified by said engineering study, including any infrastructure to be located outside of the Property, and including but not limited to, pipes, valves, lift stations, pumps, treatment facilities, SCADA, lift stations, back-up power supplies, etc., shall be completed at the sole cost

and expense of Owner/Developer prior to the City authorizing the Owner/Developer to connect to the system. Prior to the issuance of any construction or other permits related to any development of the Property, an Illinois Environmental Protection Agency construction and operating permit must be obtained at the sole cost and expense of the Owner/Developer. The City does not warrant, guarantee, or agree that the sanitary sewer system owned and operated by the City has sufficient capacity and functionality to serve the Property or any development thereof. The City shall not reserve any sewerage capacity for the Property until such time that the City issues construction permits for the construction of the sanitary sewer system for the Property in accordance with this paragraph.

6.2 Subject to the limitations set forth herein, the Owner/Developer shall have the right to connect to and use such sanitary sewer system and mains. Prior to the issuance of any building permits, Owner/Developer shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

6.3 The Owner/Developer shall be responsible for obtaining any and all permissions, easements, or property necessary to install the sanitary sewer system needed to serve the Property. The City does not guarantee sufficient public right-of-way or public property to install sanitary sewer service outside of the Property. Any and all costs incurred by the City in assisting Owner/Developer in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed

in full to the City by Owner/Developer prior to authorization to connect either to the existing sewer system or any extension or expansion thereof accomplished by Owner/Developer or the City pursuant to the terms of this Agreement. Such action to complete such extension of the sanitary sewer system main or mains shall be taken no later than thirty (30) days before the date sanitary sewer service is required for occupancy of the improvements to be serviced by said sewer main extension and constructed on the Property. City shall without cost to the City and to the extent reasonably possible, assist Owner/Developer in procuring easements or acquiring property interests necessary to extend the sanitary sewer from its current terminus to the boundary of the Property in order to provide sanitary service to the Property. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer.

6.4 Owner/Developer acknowledges and agrees that should a new sanitary lift station(s) be required to serve the Property, a generator sufficient to provide the back-up power necessary to assure ongoing operation of the lift station(s) and sewer system used to serve the Property shall be provided at the sole cost and expense of Owner/Developer. In addition, Owner/Developer acknowledges and agrees that a SCADA system interface compatible with the SCADA system operated by the City must be provided with the lift station(s) at the sole cost and expense of the Owner/Developer.

ARTICLE VII

POTABLE WATER SERVICE

7.1 The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders. All buildings on the property that are required by building code to have potable water service shall be connected to the public water system and shall not be permitted to private wells or other private water systems. Owner/Developer shall provide, at the sole cost and expense of Owner/Developer, a study by a professional engineer, approved by the City prior to the commencement of work to perform the study, which clearly demonstrates the capacity and pressure of the existing potable water system to serve the expected needs of Owner/Developer without adversely affecting the operation of the public water system. Said study shall also identify all needs and design requirements for the installation including all pipes, valves, hydrants, booster pumps, pressure stations, wells and storage. Said study shall also identify all needs and design requirements for the installation of all connecting mains to the existing City potable water system and any required system of mains within the Property for a fully functioning system to serve the potable water needs of the Property as developed. Any necessary upgrades of the system identified by said engineering study, including any infrastructure to be located outside of the Property, and including but not limited to any pipes, valves, hydrants, pressure stations, towers, public wells, SCADA, etc., shall be completed at the sole cost and expense of the Owner/Developer prior to the City authorizing the Owner/Developer to connect to the system. Prior to the issuance of any construction or other permits related to any phase of the development of the Property, an Illinois Environmental

Protection Agency construction and operating permit must be obtained at the sole cost and expense of the Owner/Developer. The City does not warrant, guarantee or agree that the potable water system owned and operated by the City has sufficient capacity or functionality to serve the Property or any development thereof. Furthermore, the City shall not reserve any potable water capacity for the Property until such time that the City issues construction permits for the construction of the water sewer system for the Property in accordance with this paragraph.

7.2 Subject to the limitations set forth herein, the Owner/Developer shall have the right to connect to and use such potable water supply system. Prior to the issuance of any building permits, Owner/Developer shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

7.3 The Owner/Developer shall be responsible for obtaining any and all permissions, easements, or property necessary to install the potable water system needed to serve the Property. The City does not guarantee sufficient public right-of-way or public property to install water service outside of the Property. Any and all costs incurred by the City in assisting Owner/Developer in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owner/Developer prior to authorization to connect either to the existing potable water system or any extension or expansion thereof accomplished by Owner/Developer or the City pursuant to the terms of this Agreement. Such action to complete such extension of the potable water main or mains shall be taken no later than

thirty (30) days before the date water service is required for occupancy of the improvements to be serviced by said water main extension and constructed on the Property. City shall, without cost to the City and to the extent reasonably possible, assist Owner/Developer in procuring easements or acquiring property interests necessary to extend the potable water from its current terminus to the boundary of the Property in order to provide potable water service to the Property. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer. Water within the Property shall be extended only with Illinois Environmental Protection Agency approval and pursuant to permits from the City.

ARTICLE XIII

STORM DRAINAGE

8.1 Owner/Developer shall be responsible for providing all necessary storm sewers, conveyances, pumps and equipment, detention systems and compensatory storage in compliance with the City of Galena Storm Water Detention Ordinance as amended, the existing City of Galena Flood Plain Ordinance and all other local, state, and federal applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement. All storm sewers, conveyances, pumps and equipment, detention systems and compensatory storage shall be constructed, owned and maintained at the sole cost and expense of the Owner/Developer.

ARTICLE IX

ROADWAYS

9.1 The Owner/Developer shall construct all roadways required to be developed on the Property or constructed to access the property from an existing public roadway. Said construction shall be completed at the expense of the Owner/Developer and in accordance with the City's standards for roadway construction as they pertain to stone base and bituminous or concrete surfacing. All roadway design and construction shall be approved by the City Engineer.

ARTICLE X

OTHER REQUIREMENTS REGARDING INFRASTRUCTURE

10.1 All public infrastructure including, but not limited to the sanitary sewer system and potable water system shall be installed on the Property consistent with all City ordinances, specifications, rules, regulations and the terms of this Agreement and same shall be subject to inspection and testing by appropriate officials of the City prior to the required dedication to and acceptance of same by the City. No occupancy permits for any commercial buildings in the development shall be issued by the City until all testing, inspection, dedication and acceptance by the City of any sanitary sewer and potable water connections to existing City systems has been completed. All costs and expenses of such testing and inspections to facilitate City approval and acceptance thereof shall be paid by Owner/Developer, including, but not limited to, the cost of a professional engineer at any time during the development of the Property as required by

the City to inspect and test the sewer system and potable water system. Prior to the City accepting dedication of any public infrastructure, said professional engineer shall provide the City with a report confirming all public infrastructure is installed in accordance with City approved plans and specifications. Acceptance of public infrastructure shall be achieved by the adoption of an ordinance(s) with accompanying bill(s) of sale from the Owner/Developer.

10.2 Prior to taking any action with regard to installing any such public infrastructure systems, Owner/Developer shall provide at least forty-eight (48) hour advance notice to the City that such work is about to commence. Failure to provide such notice prior to the beginning of any such work shall be a breach of this Agreement and shall subject the Owner/Developer to stop work order(s) for a duration determined by City to be appropriate under the circumstance.

10.3 Owner/Developer acknowledges and agrees that no public infrastructure shall be approved or accepted by the City, nor will any building permits be issued without the delivery to the City by Owner/Developer of “As Built” plans and/or drawings of all such public infrastructure installations in both paper and electronic form compatible with the Jo Daviess County Geographic Information System (GIS) or any similar system used by Jo Daviess County and the City at the time of submission of same.

10.4 Prior to acceptance of any dedication of any public infrastructure by the City, Owner/Developer shall provide to the City copies of all recorded easements needed for such public infrastructure. Owner/Developer agree that all such easements shall not be created nor recorded without prior City Attorney acceptance and approval of the

language, terms and descriptions set forth therein. All such easements shall reference that maintenance and repairs of said public infrastructure shall be completed by Owner/Developer prior to acceptance of same by the City under the terms of this Agreement.

10.5 Owner/Developer shall warrant all infrastructure accepted by the City for a period of one year commencing on the date of acceptance of the infrastructure by ordinance. During the warranty period, Owner/Developer shall be responsible for all repairs necessary to maintain the public infrastructure free from defects or damage and in the same condition as at the date of acceptance.

ARTICLE XI

BUILDING PERMITS

11.1 It is agreed that the City will not issue building permits for the subject area unless and until City staff has completed all approvals as set forth above, including approval of the site plan consistent with zoning of the Property and the requirements as imposed upon Owner/Developer pursuant to this Agreement and any amendment thereto. Such plan or plans shall conform to the requirements of the Galena Zoning Code and the municipal codes applicable at the date of this Agreement. Such plan or plans, when submitted, shall be promptly considered by City staff and, if necessary, by the Galena Zoning Board of Appeals, the Zoning Administrator and/or the City Council, as the case may be. Owner/Developer shall pay all building permit fees required of properties located within the municipal limits at the time of application.

ARTICLE XII

INCENTIVES

12.1 Under the authority of the Illinois Compiled Statutes (35 ILCS 200/18-184) the City shall annually abate the property taxes levied by the City for Lot 1 of the Property for a period not to exceed ~~20~~ five (5) years beginning the year property taxes are first due on the building to be constructed on Lot 1 following the execution of this Agreement. ~~on the effective date of this Agreement.~~

~~12.2 The City agrees to participate in the cost of infrastructure for the development of the subdivision using public funds. Said contributions shall be as follows:~~

~~1. Water Main Extension on AJ Harle Drive. The City shall contribute up to $19,200.00 for materials required to extend the public watermain from Dandar Street to the northern terminus of AJ Harle Drive. Said sum shall not exceed $19,200.00.~~

~~2. Sewer Main Extension on AJ Harle Drive. The City shall contribute up to $9,320.00 for materials required to extend the public sewer main from current city limit to the northern terminus of AJ Harle Drive. Said sum shall not exceed $9,320.00.~~

~~3. Storm Sewer Extension on AJ Harle Drive. The City shall contribute up to $13,175.00 for materials required to extend the public storm sewer within AJ Harle Drive. Said sum shall not exceed $13,175.00.~~

4. ~~Street Construction of AJ Harle Drive Extension. The City shall contribute up to $73,365 for materials required to extend AJ Harle Drive from Dandar Street to the northern terminus. Said sum shall not exceed $73,365.00.~~

5. ~~City's Payment. The City's contributions as set forth herein shall be paid in full upon satisfactory completion of the prescribed construction work, as determined by inspection by the City Engineer, and dedication and acceptance by the City.~~

ARTICLE XIII

TERM

13.1 This Agreement shall be binding upon the parties and their respective grantees, heirs, successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by City ordinance. Failure of Owner/Developer to complete development of the Property during said twenty (20) years shall require Owner/Developer to renegotiate a new Agreement with the City prior to proceeding with any development of the Property thereafter. Should the property be annexed to the City at the expiration of the Term of this Agreement, the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement shall not be affected.

ARTICLE XIV

PERFORMANCE BOND

14.1 A bond shall be required prior to the issuance of any permits for the construction of infrastructure intended to be dedicated to the City upon completion. To assure performance and completion of the terms and conditions of this Agreement and all construction and other commitments made by Owner/Developer under the terms of this agreement, Owner/Developer shall provide to the City a Performance Bond either in cash or through a bank or an insurance carrier acceptable to the City in an amount to be determined by City to cover one-hundred (100) percent of the cost of installing all public infrastructure. The surety described in this section may be issued in phases to correspond with any approved phases in the Final Planned Unit Development Plan but must be in effect for any phase under construction. Said bond shall be in the name of the City, due within sixty (60) days of approval of the Final Planned Unit Development Plan and shall authorize the City to use said funds if Owner were to fail to perform under the terms of this Agreement. Failure to perform shall be identified as follows:

1. The infrastructure in any phase under construction is incomplete or deficient as required under this Agreement and the various applicable ordinances of the City; and
2. The work on any permitted phase of said infrastructure has ceased for more than twelve (12) months or the work on any permitted phase of infrastructure is incomplete twenty-four (24) months after the date the permit(s) was issued for said construction, and

3. The City has provided sixty (60) days written notice to Owner/Developer/Developers of the existence of such stoppage or deficiencies, or

4. At time of requested annexation under Article III hereof, Owner/Developer is unable or unwilling to complete the public infrastructure to satisfy City requirements or has failed to otherwise comply with the terms of this Agreement.

The City shall be authorized to collect and use said bond proceeds, at the sole discretion of the City, acting in good faith, unless Owner/Developer obtains an Order of a court of competent jurisdiction stopping such use. The language of and the provider of any such bond shall be agreed by the parties prior to the issuance of any construction permits by the City.

ARTICLE XV

GENERAL PROVISIONS

15.1 **Breach and Opportunity to Cure**. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess

of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

15.2 **Enforcement**. The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys fees and costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such party as determined by the Court.

15.3 **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Any language of this section which is inconsistent with Illinois law at the time such language is being construed regarding amendment of annexation agreements is hereby agreed by the parties as void.

15.4 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

15.5 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, heirs, successors and permitted assigns.

15.6 **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

15.7 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

15.8 **Severability**. If any provision, covenant or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants or portion of this Agreement are declared to be severable).

15.9 **Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

15.10 **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City:	City of Galena Attention: City Administrator 101 Green Street Galena, IL 61036
with a copy to:	City of Galena City Attorney 101 Green Street Galena, IL 61036

To Owner/Developer:

Ben Richard
Guy's Towing
11380 Dandar Street
Galena, IL 61036

or to such replacement parties as may from time to time be identified by written notice.

15.11 **Mutual Assistance.** Subject to provisions of this Agreement requiring payment for or reimbursement to the City for costs by Owner/Developer, the City and Owner/Developer shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and Owner/Developer compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms. This process shall proceed in a manner where there shall be no costs to the City.

IN WITNESS WHEREOF, the City and Owner/Developer have caused this Annexation Agreement to be executed effective as of the day and

year first above written.

CITY OF GALENA:

BY: _____
Its Mayor

ATTEST:

_____
Its City Clerk

OWNER/DEVELOPER:

BY: _____
Ben Richard

ATTEST: _____

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

The foregoing instrument was acknowledged before me by Terry Renner, City Mayor, and Mary Beth Hyde, City Clerk, this _____ day of _____, 20___.

_____
Notary Public

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **Ben Richard**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20___.

_____
Notary Public

PREPARED BY AND RETURN TO:

Joseph Nack
City Attorney
City of Galena
101 Green Street
Galena, IL 61036
815-777-1050

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 22, 2022

RE: Video Surveillance System

At the September 12 city council meeting, the council rejected the two bids for the community-wide video surveillance system as they were significantly over our $100,000 budget. The council then directed staff to work with Sand Prairie with the goal of developing a new proposal within the budget.

Following the meeting, our staff met with Sand Prairie to review the desired specifications of the system and view the camera locations and mounting options. The locations and mounting places are shown in Table 1 below.

Table 1. Surveillance Camera Locations

Camera Location	Location	Camera Coverage	Mounting Location
H1	Intersection of U.S. Highway 20 and Industrial Park Drive/Oldenburg Lane	North, South, East, West	Traffic Signal Masts
H2	Intersection of U.S. Highway 20 and Franklin Street	North, South, East	Traffic Signal Masts
D1	Intersection of Main Street/Broadway and Meeker Street	North, South, East, West	Building
D2	Intersection of Main Street and Franklin Street	North, South, East, West	Building
D3	Intersection of Main Street and Hill Street	North, South, East, West	Building
D4	Main Street at the floodgates	North, South	Building

Today, Sand Prairie submitted the attached proposal. The proposal is divided into two sections, Highway 20 cameras and Downtown cameras. The total cost for all cameras and installation is $77,172. This cost is less than their original proposal as they are now obtaining direct pricing on the cameras, and we reduced the video retention period from 90 to 30 days. The 30-day retention was also included in the recent request for proposals that generated the two bids that were recently rejected.

The planned approach would be to begin the permitting process for the cameras to be mounted on the Highway 20 traffic signal mast arms and begin the installation process for the downtown cameras. The cameras near the floodgates, at Hill and Main, and at Franklin and Main would be mounted on buildings. Prior to installation, City staff would finalize agreements with the owners of the three buildings. Depending on the permitting review time, the installation of the cameras on Highway 20 may have to wait until spring.

Please let me know if you have any questions.

Sand Prairie
PO Box 390
Elizabeth, IL 61028
United States

T: (800) 858-5522

Quote #	**11 v5**
Date	**September 22, 2022**
Expires	**September 30, 2022**
Contact	**Dan Marcure**

Prepared for

City of Galena
Mark Moran
101 Green Street
PO Box 310
Galena, IL 61036
United States

T: 8157773083
E: mmoran@cityofgalena.com

ACCEPT QUOTE

Highway Intersection Cameras

Highway 20 & Industrial Drive

Non-Recurring Charges

Category	Item	Qty	Price	Total
Hardware / Security Camera	**Verkada Bullet Camera** Camera & Cloud license - 30 day full capture	4	$1,753.70	**$7,014.80**
Hardware / Switch	**Rugged PoE Switch**	2	$592.11	**$1,184.22**
Hardware / Wireless	**Wireless AP/Station**	3	$216.91	**$650.73**
Hardware	**Camera Mount Hardware**	4	$271.70	**$1,086.80**
Hardware	**Outdoor Equipment Enclosure**	2	$344.71	**$689.42**
Hardware	**Streetlight Tap**	2	$145.51	**$291.02**
Hardware	**Misc Mounting Hardware**	1	$1,159.99	**$1,159.99**
Labor	**Install Conduit & Banding**	16	$75.00	**$1,200.00**
Labor	**Mount Cameras & Align**	14	$75.00	**$1,050.00**
Labor	**Configure Network**	4	$75.00	**$300.00**
Labor	**Design/Permit/Project Management**	18	$75.00	**$1,350.00**
Labor	**Time Accounting**	2	$75.00	**$150.00**
Hardware	**10% Contingence**	1	$1,207.70	**$1,207.70**†

Subtotal $17,334.68

Highway 20 & Franklin Street

Non-Recurring Charges

Category	Item	Qty	Price	Total
Hardware / Security Camera	**Verkada Bullet Camera** Camera & Cloud license - 30 day full capture	4	$1,753.70	**$7,014.80**
Hardware / Switch	**Rugged PoE Switch**	2	$592.11	**$1,184.22**
Hardware / Wireless	**Wireless AP/Station**	3	$216.91	**$650.73**
Hardware	**Camera Mount Hardware**	4	$271.70	**$1,086.80**
Hardware	**Outdoor Equipment Enclosure**	2	$344.71	**$689.42**
Hardware	**Streetlight Tap**	2	$145.51	**$291.02**
Hardware	**Misc Mounting Hardware**	1	$1,159.99	**$1,159.99**
Labor	**Install Conduit & Banding**	16	$75.00	**$1,200.00**
Labor	**Mount Cameras & Align**	14	$75.00	**$1,050.00**
Labor	**Configure Network**	4	$75.00	**$300.00**
Labor	**Design/Permit/Project Management**	18	$75.00	**$1,350.00**
Labor	**Time Accounting**	2	$75.00	**$150.00**
Hardware	**10% Contingence**	1	$1,207.70	**$1,207.70**†

Subtotal $17,334.68

Summary

† *Non-taxable item*

Total **$34,669.36 USD**

Please contact us if you have any questions.

ACCEPT QUOTE

Quote Attachments

- Camera_Design.png *(1.52 MB)*
- Slide1.PNG *(1.03 MB)*
- Slide2.PNG *(1.01 MB)*
- Slide3.PNG *(860 KB)*
- Slide4.PNG *(827 KB)*

Sand Prairie
PO Box 390
Elizabeth, IL 61028
United States

T: (800) 858-5522

Quote #	**13 v5**
Date	**September 22, 2022**
Expires	**September 30, 2022**
Contact	**Dan Marcure**

Prepared for

City of Galena
Mark Moran
101 Green Street
PO Box 310
Galena, IL 61036
United States

T: 8157773083
E: mmoran@cityofgalena.com

ACCEPT QUOTE

Downtown Security Cameras

Intersection of Main & Franklin

Non-Recurring Charges

Category	Item	Qty	Price	Total
Hardware / Security Camera	**Verkada Bullet Camera** Camera & Cloud license - 30 day full capture	1	$1,753.70	**$1,753.70**
Hardware / Security Camera	**Verkada Dome Camera** Camera & Cloud license - 30 day full capture	3	$1,688.70	**$5,066.10**
Hardware / Switch	**Rugged PoE Switch**	1	$592.11	**$592.11**
Hardware / Wireless	**Wireless AP/Station**	1	$216.91	**$216.91**
Hardware	**Outdoor Equipment Enclosure**	1	$344.71	**$344.71**
Hardware	**Conduit & Misc Mounting Hardware**	1	$295.47	**$295.47**
Labor	**Installed Conduit & Outdoor Enclosure**	10	$75.00	**$750.00**
Labor	**Mount & Align Cameras**	6	$75.00	**$450.00**
Labor	**Configure Network**	4	$75.00	**$300.00**
Labor	**Design/Permit/Project Management**	4	$75.00	**$300.00**
Labor	**Electrical**	8	$75.00	**$600.00**
Labor	**Time Accounting**	2	$75.00	**$150.00**
Hardware	**10% Contingence**	1	$826.90	**$826.90**

Subtotal $11,645.90

Intersection of Main & Meeker

Non-Recurring Charges

Category	Item	Qty	Price	Total
Hardware / Security Camera	**Verkada Bullet Camera** Camera & Cloud license - 30 day full capture	1	$1,753.70	**$1,753.70**
Hardware / Security Camera	**Verkada Dome Camera** Camera & Cloud license - 30 day full capture	3	$1,688.70	**$5,066.10**
Hardware / Switch	**Rugged PoE Switch**	1	$592.11	**$592.11**
Hardware / Wireless	**Wireless AP/Station**	1	$216.91	**$216.91**
Hardware	**Outdoor Equipment Enclosure**	1	$344.71	**$344.71**
Hardware	**Conduit & Misc Mounting Hardware**	1	$397.31	**$397.31**
Labor	**Installed Conduit & Outdoor Enclosure**	10	$75.00	**$750.00**
Labor	**Mount & Align Cameras**	6	$75.00	**$450.00**
Labor	**Configure Network**	4	$75.00	**$300.00**
Labor	**Design/Permit/Project Management**	4	$75.00	**$300.00**
Labor	**Electrical**	8	$75.00	**$600.00**
Labor	**Time Accounting**	2	$75.00	**$150.00**
Hardware	**10% Contingence**	1	$837.08	**$837.08**
			Subtotal	$11,757.92

Flood Gates

Non-Recurring Charges

Category	Item	Qty	Price	Total
Hardware / Security Camera	**Verkada Dome Camera** Camera & Cloud license - 30 day full capture	2	$1,688.70	**$3,377.40**
Hardware / Switch	**Rugged PoE Switch**	1	$592.11	**$592.11**
IaaS / Wireless	**Wireless AP/Station**	1	$216.91	**$216.91**
Hardware	**Outdoor Equipment Enclosure**	1	$344.71	**$344.71**
Hardware	**Conduit & Misc Mounting Hardware**	1	$104.35	**$104.35**
Labor	**Installed Conduit & Outdoor Enclosure**	10	$75.00	**$750.00**
Labor	**Mount & Align Cameras**	4	$75.00	**$300.00**

Category	Item	Qty	Price	Total
Labor	**Configure Network**	4	$75.00	**$300.00**
Labor	**Design/Permit/Project Management**	4	$75.00	**$300.00**
Labor	**Electical**	8	$75.00	**$600.00**
Labor	**Time Accounting**	2	$75.00	**$150.00**
Hardware	**10% Contingence**	1	$759.34	**$759.34**

Subtotal $7,794.82

Intersection of Main & Hill

Non-Recurring Charges

Category	Item	Qty	Price	Total
Hardware / Security Camera	**Verkada Dome Camera**	4	$1,688.70	**$6,754.80**
Hardware / Switch	**Rugged PoE Switch**	1	$592.11	**$592.11**
Hardware / Wireless	**Wireless AP/Station**	1	$216.91	**$216.91**
Hardware	**Outdoor Equipment Enclosure**	1	$344.71	**$344.71**
Hardware	**Conduit & Misc Mounting Hardware**	1	$186.43	**$186.43**
Labor	**Installed Conduit & Outdoor Enclosure**	10	$75.00	**$750.00**†
Labor	**Mount & Align Cameras**	4	$75.00	**$300.00**
Labor	**Configure Network**	4	$75.00	**$300.00**†
Labor	**Design/Permit/Project Management**	4	$75.00	**$300.00**
Labor	**Electrical**	8	$75.00	**$600.00**
Labor	**Time Accounting**	2	$75.00	**$150.00**
Hardware	**10% Contingence**	1	$809.50	**$809.50**

Subtotal $11,304.46

Summary

† *Non-taxable item*

Total **$42,503.10 USD**

Please contact us if you have any questions.

ACCEPT QUOTE

CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036

MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: September 20, 2022

RE: Surplus Property—Hill Street Playground Equipment and Turner Hall Chairs

In order to sell or otherwise dispose of property that the city no longer finds useful, an ordinance must be passed declaring the property "surplus." I am presenting for your consideration an ordinance declaring the old playground equipment at the Hill Street Park as surplus property as well as the chairs at Turner Hall.

As you are aware, we plan to replace the playground equipment at the park late this fall. I would propose to offer the old equipment for sale to the highest bidder who is able to move the equipment from the park. The Public Works crew would remove the equipment from the ground in anticipation the high bidder transporting the items from the site. I expect work to begin in the park the week of October 10. We will ask for the equipment to be removed by October 16.

In May, council approved the purchase of new chairs for Turner Hall and the disposal of the old chairs. As discussed then, we plan to return chairs to any of the original donors that may want them. The remainder would be offered for sale to the highest bidder. We have nine chairs that will be returned to the donors and 189 offered for sale.

I request your approval of the surplus property ordinance and suggest you consider waiving the second reading. As you will recall, the second reading may be waived by an affirmative vote of not less than four council members after an express determination on the record that the circumstances for doing so are just.

Ordinance #22-

AN ORDINANCE AUTHORIZING THE SALE OF MUNICIPALLY OWNED PERSONAL PROPERTY

WHEREAS in the opinion of the corporate authorities of the City of Galena, it is no longer necessary or useful to or for the best interest of the City of Galena to retain the following described personal property now owned by it:

1. Playground structure, swing set, slide, three spring riders, and merry-go-round from the Hill Street Park

2. 189 folding chairs from Turner Hall

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

SECTION I: Pursuant to 65 ILCS 5/11-76-4, the corporate authorities find that the personal property listed above and now owned by the City of Galena is no longer useful and the best interest of the City of Galena will be served by its sale.

SECTION II: The city council hereby authorizes the City Administrator to offer for sale and sell the playground structure, swing set, slide, three spring riders, and merry-go-round to the highest bidder who is willing and able to move the equipment from the park.

SECTION III: The city council hereby authorizes the City Administrator to offer for sale and sell 189 chairs from Turner Hall to the highest bidder. The chairs may be sold individually, in lots, or as a single lot.

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

SECTION V: Passed on this _____ day of _____, A.D., 2022, in open Council.

AYES:

NAYS:

_____

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 6, 2022

RE: Insurance Renewal

At the end of December, the city's workers' compensation, liability, auto, portable equipment and public official's insurance policies with the Illinois Municipal League Risk Management Association (IMLRMA) will expire. To extend coverage, the IMLRMA has quoted a new premium for next year and has again offered the 85/130 Minimum Maximum option.

Effective for the year beginning January 1, 2023, the proposed policy carries a premium of $229,982. This represents a five percent *decrease* from last year's premium. This follows four years in a row where the premium was unchanged. With about 800 municipalities in the ILMRMA insurance pool, the renewal rate is calculated from a combination of the loss experience of the whole pool as well as that of the individual municipality. The value of insured property and the payroll also contribute to the premium.

By committing to the 85/130 Minimum Maximum (Min/Max) option, the city may reduce the proposed premium $28,675. With this savings, the City will pay a premium of $201,307. (includes 1 percent discount for paying entire premium by November 18). The potential savings with the 85/130 program is an incentive for our municipality to practice sound risk management and avoid claims that may result in losses.

The structure of the Min/Max option is relatively straightforward. If losses are incurred above 85 percent of the total dollars set aside for the payment of claims, the city will be responsible for each dollar up to 130 percent of the total dollars set aside for the payment of claims. In this worst-case scenario, the city would pay $276,006 for calendar year 2023. Only claims filed during the 2023 calendar year would be counted for the purpose of determining if the city exceeds the 85 percent threshold. If the city does not exceed the 85 percent threshold, the total premium for the year would be 85 percent (plus administrative costs) or $202,886.

Though we have incurred significant losses in some years, the city's long-term loss history confirms that the Min/Max option is an effective method of reducing insurance costs. Based on actual costs, the City saved nearly $300,000 since joining the Min/Max program in 1998.

Our current Liability Fund budget contains $215,200 for the insurance premium costs. This budget amount exceeds the proposed premium of $201,307 by $13,893. I recommend you authorize the city's participation in the IMLRMA's 85/130 Min/Max plan by passing the attached ordinance (including waiving the second reading) and by authorizing the payment of the premium.

Ordinance #O-22-

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

Whereas, the City Council of the City of Galena, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 01/01/2023 to 01/01/2024 and all endorsements thereto.

Whereas, the City Council of the City of Galena finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

Be it ordained by the City Council of the City of Galena:

1. That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2023 and ending 01/01/2024 is hereby authorized.
2. That the Mayor and the Treasurer are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 01/01/2023 to 01/01/2024 and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

AYES: NAYS: PRESENT: ABSENT:

_____
Terry Renner, Mayor

ATTEST:

_____
Mary Beth Hyde, City Clerk

Passed this ___ day of October, 2022.

Approved this ___ day of October, 2022.

I, Mary Beth Hyde, Clerk of the City of Galena, Illinois, do hereby Certify that the foregoing is a true and correct copy of Ordinance No. O-22- as adopted the 11th day of October, 2022.

_____
Mary Beth Hyde, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
ACCESS SYSTEMS (120783)							
1218768	1	Invoice	FIRE DEPT. COPIER LEA	07/26/2022	80.01		22.22.512.00
1249974	1	Invoice	COPIER REPAIRS	09/26/2022	182.88		01.21.512.03
Total ACCESS SYSTEMS (120783):					262.89		
AM CONSTRUCTION SUPPLY, INC. (121127)							
1978	1	Invoice	SAW BLADE	08/01/2022	149.99		22.22.840.00
Total AM CONSTRUCTION SUPPLY, INC. (121127):					149.99		
ARGUS DENTAL & VISION INC. (120754)							
360292	1	Invoice	EMPLOYEE VISION	09/21/2022	112.00		01.218.0
360292	2	Invoice	COBRA/VISION INSURAN	09/21/2022	13.27		01.13.451.04
Total ARGUS DENTAL & VISION INC. (120754):					125.27		
ASAD, SHOAIB (121131)							
092622	1	Invoice	TRAVEL REIMBURSEME	09/26/2022	35.36		01.21.562.00
092822	1	Invoice	TRAVEL REIMBURSEME	09/28/2022	13.09		01.21.562.00
Total ASAD, SHOAIB (121131):					48.45		
ATYPICAL CONCRETE (121138)							
1836	1	Invoice	CATCH BASIN/BLACKSMI	09/27/2022	231.41		01.41.514.06
Total ATYPICAL CONCRETE (121138):					231.41		
BLAIN'S FARM & FLEET (120547)							
5936	1	Invoice	DOG FOOD/HEKTOR	09/25/2022	70.99		01.21.814.06
Total BLAIN'S FARM & FLEET (120547):					70.99		
BRANDEL, KEITH (1254)							
092322	1	Invoice	TRAINING REIMBURSEM	09/23/2022	332.50		01.21.563.00
092322	2	Invoice	TRAVEL REIMBURSEME	09/23/2022	108.31		01.21.562.00
Total BRANDEL, KEITH (1254):					440.81		
CAPITAL ONE (120950)							
093022	1	Invoice	MAYOR'S PICNIC	09/30/2022	64.42		01.11.431.00
093022	2	Invoice	BATTERIES	09/30/2022	13.76		01.13.651.02
093022	3	Invoice	OFFICE SUPPLIES	09/30/2022	145.96		01.21.651.00
093022	4	Invoice	UNIFORMS	09/30/2022	150.02		01.41.579.02
093022	5	Invoice	SHOP	09/30/2022	33.14		01.41.652.00
Total CAPITAL ONE (120950):					407.30		
CAPITAL SANITARY SUPPLY (121038)							
D128314	1	Invoice	JANITOR SUPPLIES	09/23/2022	92.22		17.52.511.05
D128315	1	Invoice	JANITOR SUPPLIES	09/23/2022	184.44		01.13.654.01
D128316	1	Invoice	JANITOR SUPPLIES	09/23/2022	184.44		01.13.654.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total CAPITAL SANITARY SUPPLY (121038):					461.10		
CMD SECURITY SOLUTIONS (120830)							
247-25358	1	Invoice	ALARM MONITORING	09/28/2022	27.00		01.13.552.00
Total CMD SECURITY SOLUTIONS (120830):					27.00		
CORE & MAIN LP (120473)							
R482372	1	Invoice	METERS	09/20/2022	48.26		51.42.831.00
Total CORE & MAIN LP (120473):					48.26		
CORE FITNESS GALENA, LLC (121133)							
092022	1	Invoice	CREDIT BALANCE REFU	09/20/2022	200.00		98.115.0
Total CORE FITNESS GALENA, LLC (121133):					200.00		
EL GRECO PAINTING (121128)							
081122	1	Invoice	PAINT MEEKER STREET	08/11/2022	24,500.00		01.41.863.09
Total EL GRECO PAINTING (121128):					24,500.00		
ELECTRONIC SECURITY SOLUTIONS (120139)							
ESS2818	1	Invoice	PAPER/PAY & DISPLAY	09/22/2022	390.00		53.48.651.00
Total ELECTRONIC SECURITY SOLUTIONS (120139):					390.00		
ESCARENO, BRYAN & ALICIA (121134)							
092422	1	Invoice	DEPOSIT REFUND	09/24/2022	200.00		58.54.929.00
Total ESCARENO, BRYAN & ALICIA (121134):					200.00		
EXACT PEST SOLUTIONS, INC. (120708)							
35565	1	Invoice	PEST CONTROL	09/14/2022	55.00		01.13.511.01
35712	1	Invoice	PEST CONTROL	09/14/2022	50.00		01.41.511.00
35818	1	Invoice	PEST CONTROL	09/14/2022	65.00		59.55.511.02
Total EXACT PEST SOLUTIONS, INC. (120708):					170.00		
FISCHER EXCAVATING, INC. (25638)							
19903	1	Invoice	SPRING STREET LEAD R	09/23/2022	7,990.00		41.61.860.02
Total FISCHER EXCAVATING, INC. (25638):					7,990.00		
GALENA ARC (850)							
100822	1	Invoice	HAHN COUNCIL SALARY	10/08/2022	100.00		01.11.432.00
Total GALENA ARC (850):					100.00		
GALENA GAZETTE (34)							
32717	1	Invoice	PUBLIC NOTICE	09/21/2022	19.25		01.14.553.00
32777	1	Invoice	PUBLIC NOTICE	09/28/2022	78.93		01.16.553.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total GALENA GAZETTE (34):					98.18		
GALENA LIONS CLUB (119471)							
101222	1	Invoice	DEPOSIT REFUND	10/12/2022	250.00		17.52.929.00
Total GALENA LIONS CLUB (119471):					250.00		
GASSER @ GALENA (24)							
100122	1	Invoice	MISC. SUPPLIES	10/01/2022	56.68		01.13.654.00
100122	2	Invoice	MISC. SUPPLIES	10/01/2022	19.41		01.41.652.00
100122	3	Invoice	MISC. SUPPLIES	10/01/2022	464.37		17.52.652.00
100122	4	Invoice	MISC. SUPPLIES	10/01/2022	8.99		22.22.655.00
100122	5	Invoice	MISC. SUPPLIES	10/01/2022	36.68		22.22.840.05
100122	6	Invoice	MISC. SUPPLIES	10/01/2022	116.16		59.55.511.01
Total GASSER @ GALENA (24):					702.29		
GIERKE-ROBINSON CO. (87)							
2143542-000	1	Invoice	SIDEWALK	09/22/2022	1,003.80		17.52.890.01
Total GIERKE-ROBINSON CO. (87):					1,003.80		
GLOBAL REACH INTERNET PROD. (119792)							
126307	1	Invoice	MONTHLY HOSTING FEE	09/01/2022	254.00		01.13.512.05
Total GLOBAL REACH INTERNET PROD. (119792):					254.00		
GRTD INVESTMENTS (121139)							
100622	1	Invoice	EAST SIDE PROJECT	10/06/2022	4,491.01		51.42.929.00
Total GRTD INVESTMENTS (121139):					4,491.01		
GUY'S TRUCK & TRACTOR SERVICE (119033)							
G-39122	1	Invoice	135 REPAIR	09/30/2022	835.60		22.22.513.00
Total GUY'S TRUCK & TRACTOR SERVICE (119033):					835.60		
HALSTEAD, MARY L. (119966)							
0101122	1	Invoice	CITY HALL JANITOR	10/11/2022	390.00		01.13.511.07
0101122	2	Invoice	PUBLIC RESTROOMS AT	10/11/2022	365.00		01.13.511.08
0101122	3	Invoice	PARKS RESTROOMS	10/11/2022	1,050.00		17.52.511.00
0101122	4	Invoice	MARKET HOUSE RESTR	10/11/2022	365.00		01.13.511.09
Total HALSTEAD, MARY L. (119966):					2,170.00		
HARMS LANDSCAPE CONSULTING, DAN (120297)							
806	1	Invoice	SEEDING PIGGLY WIGGL	07/31/2022	2,250.00		01.41.614.05
Total HARMS LANDSCAPE CONSULTING, DAN (120297):					2,250.00		
HATFIELD, KIMBERLY (120257)							
092922	1	Invoice	TRAVEL REIMBURSEME	09/29/2022	13.09		01.21.562.00
092922	2	Invoice	TRAINING	09/29/2022	61.62		01.21.563.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total HATFIELD, KIMBERLY (120257):					74.71		
HEFEL, ERIC (119720)							
093022	1	Invoice	TRAVEL	09/30/2022	13.09		01.21.562.00
Total HEFEL, ERIC (119720):					13.09		
HELM CIVIL (120949)							
091622	1	Invoice	STREET IMPROVEMENT	09/16/2022	197,475.30		41.61.860.02
6863-091922	1	Invoice	STREET IMPROVEMENT	09/19/2022	6,232.50		41.61.860.02
Total HELM CIVIL (120949):					203,707.80		
HIKO'S HANDYMAN SERVICES (121033)							
198	1	Invoice	MOW DELINQUENT PRO	09/30/2022	150.00		52.43.929.00
Total HIKO'S HANDYMAN SERVICES (121033):					150.00		
HOOK, LAURA & ANDY (121135)							
092022	1	Invoice	DAMAGE DEPOSIT REFU	09/20/2022	200.00		58.54.929.00
Total HOOK, LAURA & ANDY (121135):					200.00		
IL ASSN OF CHIEFS OF POLICE (486)							
11413	1	Invoice	CHIEF DUES	10/01/2022	130.00		01.21.561.00
Total IL ASSN OF CHIEFS OF POLICE (486):					130.00		
IML RISK MANAGEMENT ASSOCIATION (432)							
100322	1	Invoice	WORKERS COMP	10/03/2022	75,517.14		14.14.454.00
100322	2	Invoice	TORT	10/03/2022	60,062.00		14.14.591.04
100322	3	Invoice	INLAND MARINE	10/03/2022	2,855.00		14.14.591.05
100322	4	Invoice	AUTO	10/03/2022	18,878.00		14.14.591.03
100322	5	Invoice	BUILDING/CONTENTS	10/03/2022	43,995.00		14.14.591.01
Total IML RISK MANAGEMENT ASSOCIATION (432):					201,307.14		
JO CARROLL ENERGY, INC. (397)							
100122	1	Invoice	STREET LIGHTS	10/01/2022	5,415.82		15.41.572.00
100222	1	Invoice	LIFT STATION/ELECTRIC	10/02/2022	111.00		52.43.850.09
100222	2	Invoice	POLICE/ELECTRIC	10/02/2022	1,025.32		01.21.571.01
100222	3	Invoice	EMS	10/02/2022	53.66		12.10.571.01
100222	4	Invoice	PARKS/ELECTRIC	10/02/2022	49.39		17.52.571.01
100222	5	Invoice	FLOOD CONTROL/ELECT	10/02/2022	253.03		20.25.576.01
100222	6	Invoice	FIRE/ELECTRIC	10/02/2022	482.93		22.22.576.01
100222	7	Invoice	TURNER HALL/ELECTRIC	10/02/2022	1,299.29		58.54.571.01
100222	8	Invoice	WELCOME SIGNS	10/02/2022	38.34		01.41.571.01
Total JO CARROLL ENERGY, INC. (397):					8,728.78		
JO DAVIESS COUNTY TRANSIT (235)							
2357	1	Invoice	SR. VAN SERVICES	10/03/2022	833.00		01.13.542.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total JO DAVIESS COUNTY TRANSIT (235):					833.00		
JO DAVIESS CTY HWY DEPT (653)							
102	1	Invoice	FIELD STREET	09/21/2022	2,147.44		01.41.514.01
Total JO DAVIESS CTY HWY DEPT (653):					2,147.44		
JO DAVIESS CTY SHERIFF (116)							
100122	1	Invoice	CITY SHARE OF OFFICE	10/01/2022	200.12		01.21.538.00
100122	2	Invoice	RADIO SERVICE	10/01/2022	100.00		22.22.538.00
Total JO DAVIESS CTY SHERIFF (116):					300.12		
JOHNSON, EMMA (121130)							
092622	1	Invoice	TRAINING	09/26/2022	42.95		01.21.562.00
Total JOHNSON, EMMA (121130):					42.95		
JOHNSON, NATHAN (119881)							
092722	1	Invoice	TRAVEL REIMBURSEME	09/27/2022	10.91		01.21.562.00
Total JOHNSON, NATHAN (119881):					10.91		
KAMMES, BENJAMIN (121077)							
100422	1	Invoice	CDL	10/04/2022	54.06		01.41.563.00
100622	1	Invoice	CDL	10/06/2022	23.29		01.41.563.00
Total KAMMES, BENJAMIN (121077):					77.35		
KELEHER, COLLEEN M. (121132)							
100422	1	Invoice	CREDIT BALANCE REFU	10/04/2022	27.69		98.115.0
Total KELEHER, COLLEEN M. (121132):					27.69		
KIEFER AQUATICS (120674)							
001250418	1	Invoice	SUPPLIES	09/29/2022	35.00		59.55.512.00
Total KIEFER AQUATICS (120674):					35.00		
LOUIE'S TRENCHING SERVICE (127)							
4665	1	Invoice	WEST SIDE PROJECT	10/03/2022	4,400.00		51.42.831.10
4665	2	Invoice	WEST SIDE PROJECT	10/03/2022	2,260.00		01.41.614.05
Total LOUIE'S TRENCHING SERVICE (127):					6,660.00		
MARTIN EQUIPMENT-DUBUQUE (281)							
668045	1	Invoice	SHIFTER	09/19/2022	1,007.06		01.41.613.09
670657	1	Invoice	WARRANTY LOADER	09/29/2022	2,550.00		01.41.860.01
Total MARTIN EQUIPMENT-DUBUQUE (281):					3,557.06		
MCSWEENEY, MICHELLE (121136)							
100122	1	Invoice	DAMAGE DEPOSIT REFU	10/01/2022	200.00		58.54.929.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total MCSWEENEY, MICHELLE (121136):					200.00		
MITYLITE, INC. (121049)							
00152288	1	Invoice	NEW CHAIRS	09/23/2022	20,301.27		58.54.820.01
Total MITYLITE, INC. (121049):					20,301.27		
MR. D'S GENERAL STORE (121129)							
092722	1	Invoice	REFUND OVERPAYMENT	09/27/2022	250.00		01.11.912.00
Total MR. D'S GENERAL STORE (121129):					250.00		
NACK, RICHARDSON & NACK (120897)							
ACH 101122	1	Invoice	PUBLIC WORKS - LEGAL	10/11/2022	3,370.84		01.41.411.00
ACH 101122	2	Invoice	ZONING - LEGAL FEES	10/11/2022	715.03		01.16.411.00
ACH 101122	3	Invoice	POLICE - LEGAL FEES	10/11/2022	510.73		01.21.411.00
ACH 101122	4	Invoice	BUILDING - LEGAL FEES	10/11/2022	510.73		01.46.411.00
Total NACK, RICHARDSON & NACK (120897):					5,107.33		
NAPA AUTO PARTS (79)							
360606	1	Invoice	DODGE TRUCK	09/12/2022	51.39		17.52.514.00
361082	1	Invoice	BLOWER	09/21/2022	189.99		01.41.653.00
361404	1	Invoice	SAW	09/28/2022	179.99		01.41.653.00
Total NAPA AUTO PARTS (79):					421.37		
NICOR (119910)							
100122	1	Invoice	POOL/GAS	10/01/2022	158.95		59.55.571.02
100122	2	Invoice	TURNER HALL/GAS	10/01/2022	158.95		58.54.571.05
Total NICOR (119910):					317.90		
NW ILLINOIS ECONOMIC DEVELOPMENT (120672)							
352	1	Invoice	NW IL ECONOMIC DEV. A	09/22/2022	150.00		01.11.563.00
Total NW ILLINOIS ECONOMIC DEVELOPMENT (120672):					150.00		
ORIGIN DESIGN (260)							
77929	1	Invoice	LEAD LINE REPLACEME	09/29/2022	2,865.00		51.42.831.02
77932	1	Invoice	CONSTRUCTION ADMINI	09/29/2022	4,334.25		41.61.860.02
Total ORIGIN DESIGN (260):					7,199.25		
PETTY CASH/CITY HALL (161)							
100622	1	Invoice	PARKING REFUNDS	10/06/2022	10.00		01.11.912.00
100622	2	Invoice	PLANT	10/06/2022	12.98		01.11.929.01
100622	3	Invoice	CARDS	10/06/2022	8.62		01.13.651.02
100622	4	Invoice	JANITOR SUPPLIES	10/06/2022	18.73		01.13.654.00
100622	5	Invoice	JANITOR SUPPLIES	10/06/2022	24.64		01.13.654.00
100622	6	Invoice	STARTUP MONEY	10/06/2022	17.00		59.55.511.02
100622	7	Invoice	CREDIT BALANCE REFU	10/06/2022	.91		98.115.0

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total PETTY CASH/CITY HALL (161):					92.88		
RIGDON, JIM (805)							
100122	1	Invoice	COBRA/RIGDON	10/01/2022	225.00		78.32.464.02
Total RIGDON, JIM (805):					225.00		
RRD HOLDING COMPANY (133)							
0100122	1	Invoice	DUMPSTER RENT	10/01/2022	25.00		13.44.544.03
0100122	2	Invoice	DUMPSTER DISPOSAL F	10/01/2022	195.15		01.41.573.00
0100122	3	Invoice	GARBAGe TAGS	10/01/2022	62.50		13.44.515.00
0100122	4	Invoice	YARD WASTE TAGS	10/01/2022	100.00		13.44.515.01
0100122	5	Invoice	GLASS RECYCLING	10/01/2022	235.00		13.44.540.06
21685618T1	1	Invoice	FIRE/DUMPSTER	10/01/2022	25.00		22.22.840.05
Total RRD HOLDING COMPANY (133):					642.65		
S J CARLSON FIRE PROTECTION (120664)							
42520	1	Invoice	SPRINKLER REPAIR	09/28/2022	802.50		58.54.511.00
Total S J CARLSON FIRE PROTECTION (120664):					802.50		
SPAHN & ROSE LUMBER CO (1166)							
1218342	1	Invoice	COVER VENTS	09/26/2022	308.03		59.55.511.02
1218344	1	Invoice	INSULATE	09/26/2022	40.89		59.55.511.02
Total SPAHN & ROSE LUMBER CO (1166):					348.92		
T & T ELECTRONICS (120055)							
121895	1	Invoice	TV RECYCLING	10/03/2022	350.00		13.44.540.05
Total T & T ELECTRONICS (120055):					350.00		
TAMMY'S PIGGLY WIGGLY (120385)							
100122	1	Invoice	FLOWERS FOR SERVICE	10/01/2022	50.00		01.21.549.00
Total TAMMY'S PIGGLY WIGGLY (120385):					50.00		
TECHNOLOGY MANAGEMENT REV FUND (120601)							
T2305232	1	Invoice	IN SQUAD COMPUTERS	09/19/2022	265.62		01.21.542.00
Total TECHNOLOGY MANAGEMENT REV FUND (120601):					265.62		
TEMPERLY AUTO REPAIR (121051)							
45682	1	Invoice	VEHICLE MAINTENANCE	08/30/2022	2,006.44		01.41.613.12
Total TEMPERLY AUTO REPAIR (121051):					2,006.44		
TOP NOTCH PLUMBING, HEATING (625)							
21809280	1	Invoice	AIR CONDITIONING REP	09/12/2022	751.28		59.55.511.01
Total TOP NOTCH PLUMBING, HEATING (625):					751.28		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
TRI-STATE PORTA POTTY, INC. (908)							
15769	1	Invoice	BIKE TRAIL/PORTA POTT	09/15/2022	645.00		17.52.579.01
Total TRI-STATE PORTA POTTY, INC. (908):					645.00		
US CELLULAR (92)							
100122	1	Invoice	ADMIN/CELL PHONE	10/01/2022	38.66		01.11.552.00
100122	2	Invoice	POLICE/CELL PHONES	10/01/2022	38.66		01.21.552.01
100122	3	Invoice	POOL IPADS	10/01/2022	66.51-		59.55.552.00
Total US CELLULAR (92):					10.81		
US POSTAL SERVICE-GALENA (36)							
093022	1	Invoice	DEPOSIT MAILING PERMI	09/30/2022	500.00		52.43.551.00
093022	2	Invoice	DEPOSIT MAILING PERMI	09/30/2022	500.00		51.42.551.00
093022	3	Invoice	DEPOSIT MAILING PERMI	09/30/2022	1,000.00		13.44.551.00
Total US POSTAL SERVICE-GALENA (36):					2,000.00		
VAN METER INC. (141)							
S012140991.	1	Invoice	LIGHTING	09/26/2022	413.01		01.41.863.09
Total VAN METER INC. (141):					413.01		
WARCO TRANSPORTATION (121137)							
100422	1	Invoice	CDL	10/04/2022	150.00		01.41.563.00
Total WARCO TRANSPORTATION (121137):					150.00		
WEX BANK (119104)							
100122	1	Invoice	PUBLIC WORKS-GAS	10/01/2022	1,662.90		01.41.655.00
100122	2	Invoice	POLICE-GAS	10/01/2022	1,825.27		01.21.655.00
100122	3	Invoice	BUILDING-GAS	10/01/2022	93.02		01.46.655.00
100122	4	Invoice	FIRE-GAS	10/01/2022	167.82		22.22.655.00
Total WEX BANK (119104):					3,749.01		
WHITE CONSTRUCTION CO., INC. (119359)							
100122	1	Invoice	CLEANING FEES	10/01/2022	600.00		58.54.537.01
101122	1	Invoice	PUBLIC WORKS JANITOR	10/11/2022	135.00		01.41.511.01
Total WHITE CONSTRUCTION CO., INC. (119359):					735.00		
WHITE, KAREN (120266)							
101122	1	Invoice	POLICE DEPARTMENT JA	10/11/2022	395.00		01.21.511.01
Total WHITE, KAREN (120266):					395.00		
WIENEN, MATT (120514)							
092322	1	Invoice	SHOES	09/23/2022	129.85		01.41.579.02
Total WIENEN, MATT (120514):					129.85		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
WUEBBEN, TIM (119934)							
092722	1	Invoice	TRAVEL REIMBURSEME	09/27/2022	10.91		01.21.562.00
Total WUEBBEN, TIM (119934):					10.91		
ZARNOTH BRUSH WORKS INC. (212)							
0190993	1	Invoice	BROOMS	09/14/2022	344.00		01.41.613.11
Total ZARNOTH BRUSH WORKS INC. (212):					344.00		
Grand Totals:					523,946.39		

Report GL Period Summary

Vendor number hash:	6912014
Vendor number hash - split:	8844514
Total number of invoices:	91
Total number of transactions:	140

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	523,946.39	523,946.39
Grand Totals:	523,946.39	523,946.39