

CITY OF
GALESBURG
ILLINOIS

February 6, 2023

City Council Agenda



55 W. TOMPKINS STREET
GALESBURG, IL 61401
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CITY OF
GALESBURG
ILLINOIS



City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
February 6, 2023

Galesburg City Council meetings are streamed live on the City's website and Comcast channel 7.

5:30 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from January 17, 2023
	Proclamation	Knox College Annual Day of Giving / Knox Proud Day
	Proclamation	Youth Extra Effort Award
	Presentation	Youth Commission Report

[Consent Agenda #2023-03](#)

23-2007	Resolution	Grant agreement for a Public Transportation study
23-4008	Approve	2023 materials testing
23-4009	Approve	Updated zoning map
23-8002	Bills and Advance Checks	Approval and warrants drawn in payment of same

[Passage of Ordinances and Resolutions](#)

23-1000	Ordinance	Zoning amendment from R2, Two Family to I, Institutional, located on Lot 1 of the Gale Village Resubdivision No 2 (Final Reading)
23-1001	Ordinance	Zoning amendment from R1B, Single Family to R1A, Single Family for two parcels located in the 900 Block of South Academy Street (Final Reading)
23-2008	Resolution	Purchase of 1094 W. Main Street

[Bids, Petitions and Communications](#)

23-3001	Bid	Demolition of 29 Public Square
23-3002	Bid	PSB Asbestos Abatement

Public Comment

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

23-4004	Approve <i>Tabled</i>	Minor Plat for the Gale Village ReSubdivision No 2
23-4010	Approve	Authorize opening of a five-year protected street on Prairie Street between Main Street and Ferris Street
23-4011	Approve	City of Galesburg & Knox County ARPA IGA
23-4012	Approve	Joint Funding Agreement with the Illinois Department of Transportation for the Lake Storey Multi-Use Path Project
23-4013	Approve	Revolving loan for Black Market Bagels, LLC located at 337 E Main St
23-4014	Approve	Approving initial steps toward demolition for 465 W Second St, 99 N Elm St, 1450 Rock Island Ave, 357 N Chambers St, and 58 N Pearl St.

Town Business

23-9002	Bills
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Closing Comments

Executive Session

Executive Session	Convene into closed door Executive Session for the purpose of discussing: A. Litigation, 5 ILCS 120/2 (c)(11) B. Approval of the executive session minutes for December 5, 2022, December 19, 2022, and January 17, 2023, 5 ILCS 120/2 (c)(21)
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Adjournment



CITY MANAGER'S OFFICE

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CITY COUNCIL MEETING

City Manager's Report

February 6, 2023

CONSENT AGENDA #2023-03

Item 23-2007 Grant Agreement for a Public Transportation Study

Staff recommends approval of a resolution authorizing the execution of a technical assistance grant agreement with the Illinois Department of Transportation. The grant agreement will fully fund a study designed to analyze existing transit routes and needed updates, equipment levels, staffing levels, as well as what operations can support. The grant agreement provides a very methodical and detailed plan proposed by IDOT to complete this study.

Item 23-4008 2023 Materials Testing

Staff recommends approval of utilizing Bruner Cooper & Zuck Inc. and Geotechnics for construction materials testing for 2023. Material testing and inspection of concrete plants and asphalt plants are required aspects of the inspection of public works projects. The exact amount of work that will be completed by consultants depends on the actual progress of contractors and the scope of the work being done. Since all quotes were very close in pricing, it is recommended to award this work to all firms and use whichever firm is available to perform the testing on the various projects when needed and the lowest cost firm available will be used.

Item 23-4009 Updated Zoning Map

Staff recommends approval of the updated zoning map. All of the zoning related changes approved by the City Council during 2022 have been incorporated, and a copy of the map is attached for approval.

Item 23-8002 Bills

Bills and Advanced Checks are submitted for approval; please direct questions to Gloria Osborn, Director of Finance and Information Systems.

ORDINANCES AND RESOLUTIONS

Item 23-1000 Zoning amendment from R2, Two Family, to I, Institutional, located on Lot 1 of the Gale Village Resubdivision No 2 (Final Reading)

The Planning and Zoning (P&Z) Commission recommends approval of the zoning amendment to go from Two Family (R2) to Institutional (I) for a property generally located west of Gale Village Drive, part of Parcel Identification Number 95-34-426-016. Staff concur with this recommendation. The intent is for the current owner to sell lot one to Ascent Church for the construction of a church. The R2 zoning district does allow churches but limits the seating capacity to 200 persons. The Institutional Zoning District does not have a seating limitation.

Item 23-1001 Zoning amendment from R1B, Single Family, to R1A, Single Family, for two parcels located in the 900 Block of South Academy Street (Final Reading)

The Planning and Zoning (P&Z) Commission recommends approval of a zoning amendment to go from Single Family (R1B) to Single Family (R1A), for a property located at the SW corner of Louisville Road and S. Academy Street, Parcel Identification Numbers 99-15-378-004 and 99-15-378-005. Staff concur with this recommendation. Mr. McAllister recently purchased the properties and intends to apply for a city Urban Agriculture grant to plant an orchard on the properties. The R1A zoning district does allow Agriculture as a permissive use and would meet the needs of the applicant to move forward with the proposed project.

Item 23-2008 Purchase of 1094 W. Main Street

Staff recommends approval of a resolution and purchase agreement to authorize and execute the purchase of property located at 1094 W. Main Street for the Water Division at a purchase price of \$50,000. The property will be utilized for producing solar power for the water plant in Galesburg and provide additional space for future infrastructure needs. Preliminary studies have been completed that show that a solar array producing an estimated 90% of the anticipated power needs for the water plant in Galesburg would save the Water Fund an estimated \$25,000 per year. The property at 1094 W. Main Street is a seven acre parcel of property that includes an old two story dilapidated house. If the property is acquired, it is proposed for the City to demolish the home at an additional estimated cost of \$15,000. If approved, the City would plan to put out a request for proposals for solar companies to construct and maintain a solar array for a minimum of 25 years to provide a power purchase agreement to the City to produce 90% of the annual power use of the water plant. In addition to utilizing the property to provide solar power to the water plant, it is estimated there would be three acres of property still available in order to construct future infrastructure. The Water Division is currently evaluating the need to construct a new five million gallon reservoir due to the condition of the existing five million gallon reservoir which was constructed in the 1960's. The property proposed to be purchased is in close enough proximity and elevation that a new reservoir could be constructed to serve the plant. There are funds available in the Water Fund (061) to purchase the property and demolish the existing home on the property.

BIDS, PETITIONS AND COMMUNICATIONS

Item 23-3001 Demolition of 29 Public Square

Staff recommends awarding the demolition and clean-up of the former Broadview hotel and restaurant, located at 29 Public Square, to Jimax Demolition Corporation. In March 2022, Council authorized the City to begin the demolition process for the former Broadview hotel, and a court order for demolition was received in December 2022. It is believed that demolition is the most economical solution for the redevelopment of the vacant and underutilized property. Eleven vendors responded to this bid request with the low and best bid submitted by Jimax Demolition Corporation in the amount of \$406,470.23. There are applicable funds available in the FY23 budget from the Property Redevelopment (Fund 23) and TIFF 4 to complete the demolition.

Item 23-3002 PSB Asbestos Abatement

Staff recommends approval of the bid from M&O Environmental in the amount of \$16,400 to complete necessary asbestos abatement as a part of the Public Safety Building HVAC

replacement. Two bids were received for this work, with M&O Environmental submitting the low and best bid. Sufficient funds are available in the Planning Fund (54) for this project.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

(TABLED) Item 23-4004 Minor Plat for the Gale Village ReSubdivision No 2

The Planning and Zoning (P&Z) Commission recommends approval of the Minor Plat of the Gale Village Re-Subdivision No 2. Staff concur with this recommendation. This proposed subdivision is a two-lot subdivision of Property Identification Number 95-34-426-016, located on the west side of Gale Village Drive. If approved, lot two will remain under current ownership and lot one will be made available for sale and development.

Item 23-4010 Authorize Opening of a Five-Year Protected Street

Staff recommends approval of opening of a five-year protected street on Prairie Street between Main Street and Ferris Street, which was resurfaced in 2020. By ordinance, newly paved streets are protected from openings, cuts, or excavations in the street for a period of five years unless an emergency exists, or permission is granted by the City Council. The street is currently protected until 2025; therefore, approval is needed for any openings. Stratus Networks applied for a utility permit to install fiber optic to 143 E. Main Street. The permit includes boring underneath Prairie Street to connect new fiber optic from the proposed location to existing fiber on the east side of Prairie Street. After reviewing alternative routes that were not feasible, staff recommend approval of the permit and boring underneath Prairie Street to connect the new fiber.

Item 23-4011 City of Galesburg & Knox County ARPA Grant IGA

Staff recommends approval of a \$25,000 ARPA grant from Knox County to widen and resurface a section of the Lake Storey Bike Path. The City has also budgeted \$25,000 for this project from the Utility Tax Fund so there will be a total of \$50,000 available for this project. In 2019, the City widened and resurfaced approximately 500 feet of the bike path starting at the east boat ramp heading west. It is planned for the proposed work to begin where the 2019 project ended and widen and resurface the path in a westerly direction for approximately 500 feet. As part of the future Capital Improvement Plan it is proposed to budget additional amounts over the next four years in order to be able to get the path widened and resurfaced to connect up to the concrete path east of the three shelters east of the Lake Storey Pavilion, which is the oldest and most narrow portion of the path.

Item 23-4012 Joint Funding Agreement with IDOT for the Lake Storey Multi-Use Path Project

Staff recommends approval of a Joint Funding Agreement with the Illinois Department of Transportation (IDOT) for the Lake Storey Multi-Use Path project. The subject funding agreement with IDOT will provide federal Illinois Transportation Enhancement Program (ITEP) funding in the amount of \$164,020 for Phase II design work for the project. The scope of the project is to construct a multi-use path along S. Lake Storey Road from W. Lake Storey Road to just west of US 150. The Phase II design work covered under this agreement will consist of preparing detailed bid documents for construction, as well as performing appraisals and developing plats and legal

descriptions for right-of-way acquisition. The engineering agreement will be funded with \$164,020.00 in ITEP funding and \$41,005.00 in State match funding. An additional \$54,594.00 in local funds are needed to cover the balance of the approved Preliminary Engineering Agreement that totaled \$259,619.00. There are sufficient funds budgeted for the local share in the Utility Tax Fund.

Item 23-4013 Revolving loan for Black Market Bagels, LLC located at 337 E Main St

The KCAP Loan Review Committee recommends approval of a \$10,000 revolving loan for a period of five years, amortized over five years, at 6.85% for Black Market Bagels, LLC. Staff concur with this recommendation. Black Market Bagels, LLC is located at 337 East Main Street and is seeking the loan to hire additional staff and purchase equipment that will make improvements to multiple processes and improve efficiency allowing them to expand their product offering. The proposed loan meets the Downtown Gap Loan program guidelines, and the city will take a second position on all business assets behind F&M bank, as well as a personal guarantee for the loan from the business owner. If approved, the \$10,000 loan will be paid from CDBG Fund 25.

Item 23-4014 Approving initial Steps Towards Demolition

Staff recommends approval of moving forward with the demolition process for properties located at 465 W. Second Street (residence & detached garage), 99 N. Elm Street (residence), 1450 Rock Island Avenue (residence & detached garage), 357 N Chambers (residence), and 58 N. Pearl (residence). All properties are in a dilapidated and unsafe condition. The demolition costs are estimated to be:

465 W Second St (residence and detached garage)- \$18,000- \$20,000

99 N Elm St (residence)- \$15,000- \$18,000

1450 Rock Island Ave (residence and detached garage)- \$25,000- \$30,000

357 N Chambers St (residence) \$18,000- \$20,000

58 N Pearl St (residence) \$18,000- \$20,000

TOWN BUSINESS

Item 23-9002 Town Bills

Respectfully submitted,
Gerald C. Smith, Sr.
City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
January 17, 2023
5:30 p.m.

Called to order by Mayor Peter Schwartzman at 5:30 p.m.

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Dwight White, Jaclyn Smith-Esters, Sarah Davis, and Larry Cox, 7. Absent: Council Member Kevin Wallace, 1. Also Present: City Manager Gerald C. Smith, Interim City Attorney Paul Mangieri, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

The Mayor asked for a moment of silence in lieu of an invocation.

Council Member Smith-Esters moved, seconded by Council Member Dennis, to approve the minutes of the City Council's regular meeting from January 3, 2023.

Roll Call #2:

Ayes: Council Members Hix, Dennis, White, Smith-Esters, Davis, and Cox, 6.

Nays: None

Absent: Council Member Wallace, 1.

Chairman declared the motion carried.

CONSENT AGENDA #2023-02

All matters listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion.

23-2002

Approve a Motor Fuel Tax Maintenance Resolution for the annual sealcoating for the 2023 calendar year in the amount of \$275,000.

23-2003

Approve a Motor Fuel Tax Maintenance Resolution for the 2023 Intermittent Resurfacing project in the amount of \$400,000.

22-6001

Approve the following commission appointment:

Planning & Zoning Commission

Carla Markwart, term expires June 2024

Community Relations Commission

Andrea Bejarano-Robinson, term expires February 2026

Golf Commission

Dave Selkirk (reappointment), term expires June 2024

23-8001

Approve bills in the amount of \$886,052.90 and advance checks in the amount of \$1,053,822.39.

Council Member White moved, seconded by Council Member Cox, to approve Consent Agenda 2023-02.

Roll Call #3:

Ayes: Council Members Hix, Dennis, White, Smith-Esters, Davis, and Cox, 6.

Nays: None

Absent: Council Member Wallace, 1.

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

23-1000

Ordinance on first reading amending the zoning from Two Family (R2) to Institutional (I), for the parcel generally located west of Gale Village Drive.

23-1001

Ordinance on first reading amending the zoning from Single Family (R1B) to Single Family (R1A), for the property located at the southwest corner of Louisville Road and South Academy Street.

23-2004

Council Member Smith-Esters moved, seconded by Council Member White, to approve Resolution 23-03 in support of the sale of general obligation bonds in the approximate amount of \$5.3 million for a community center.

Council Member Dennis inquired about the interest rate for a bond issue. City Manager Smith stated that staff has nothing formal yet and only a preliminary rate. Gloria Osborn, Finance & Information Systems Director, reported that at the time of the sale, likely March 6th, the rate will be known. A preliminary rate, as of today, would be 3.6% on a \$5 million bond.

Council Member Dennis stated that if a bond issuance was done for Churchill, a \$7.5 million project, where would the remaining funding come from. The City Manager stated that the rest of the funding would be secured or obtained through fundraising and that the project would be done in phases.

Council Member Hix inquired as to why the bond proceeds would be restricted to a community center and not be broad enough to include other infrastructure projects. It was noted that staff

was directed to inquire about bonds that would be restricted to a community center, although not a specific address or location.

Mayor Schwartzman added that the reason why he sought Council support for a restricted bond was multifold. He noted that he was on the Council when the Utility Tax was passed six years ago on a 4/3 vote. This tax amounted to approximately \$2.2 million, of which \$700,000 per year for the next 20 years was to be dedicated to an infrastructure bond. When he voted for the tax at the time, he believed that it was clear that the \$700,000 would be used for a bond, which ended up being a \$9.6 million bond issuance in 2016. Of that \$9.6 million, \$3 million was to be earmarked toward a large project, and it was his understanding that the project would be a community center. One year later, no action was taken by the City Council to move forward with that project. It was then reported that the entire \$9.6 million was for infrastructure, specifically roads, streets, and sidewalks. The Mayor stated that direction was not his interpretation and not why he voted for the Utility Tax.

In this case, the reason why he sought support for a restricted bond is so that there is no ambiguity about what the money's for. The second reason why he advocated for a bond of this size was that a bond issued for roads and streets would likely be prohibitively expensive. The purpose of the increased sales tax is to ensure that there is money for bond payments, and any additional monies from that tax will be put towards streets and roads. That is estimated to be about 55-65% of the .25% sales tax increase.

This is a ten-year bond, and if passed in the next few months, that means that the next 10 years of the sales tax, 100% would be put towards streets and roads. He understands that streets and roads is a primary concern of the residents based on the scientific survey done by the City.

Council Member Wallace entered the meeting via telephone at 5:49 p.m.

Council Member Smith-Esters stated that for the remaining funding needed, approximately \$2.5 million, she is personally working on two projects to bring more money to Galesburg to help with the community center. She is also aware of other Council Members who are doing the same to help off-set the costs. She added that there are plans for the community center, and she is still getting data and information, and once that is received, the public will be made aware too.

Council Member Cox questioned that if the City does receive \$3-4 million in grants and the City does not need the entire \$5.3 million, what happens to those funds at that time. City Manager Smith stated that they could be specified for other uses within the facility in terms of programming or grants to individuals who cannot afford a membership. There are a variety of approaches on how additional funding can be used, but that it starts with construction and then will be used to sustain and maintain.

Mayor Schwartzman stated that the estimated \$7.3 million is based on certain features and basic needs of a community center. There have been discussions of this in the community and one event will take place on January 31st and made public shortly. He assumes the community will be asking for additional amenities and believes those items would be well suited for grant

application. The Mayor also noted that the gap could be utilized by ARPA funding that was received and set aside (approximately \$1 million).

Council Member Cox stated that he would like the option to use some of these funds for other projects, such as H.T. Custer park or other park projects. He inquired if bond counsel had been contacted about this resolution. City Manager Smith stated that the whole process began with bond counsel. Director Osborn stated that this resolution is one of support and commitment. She also noted that if the bond is approved, the funds and project must be managed by the City and not another entity.

Council Member Cox stated that there has been a recommendation and some discussion from members of this Council and members of the public off the record that perhaps the guidance and managing of the facility could be done by a board or commission and not necessarily by the City itself. He asked if that were to happen, would it prohibit the use of these bonds. Director Osborn stated that she would get an opinion from bond counsel to verify.

Council Member Hix inquired about unfunded Parks & Recreation projects and was told there were approximately 24 projects to date. Elizabeth Varner, Parks & Recreation Department Director, stated that those projects are in no particular order, but that Council will need to approve to move forward on each and noted that they are all included in the Capital Improvement Plan.

Council Member Davis stated the term “unfunded” is being used as a diversion. She noted that these projects don’t necessarily have a line item in the current budget, but that does not preclude them from making their way into a future budget. Director Osborn agreed that there is no budget at this time for these projects, but that they can be looked at each year. It was noted that these projects come down to priority by the City Council.

Council Member Cox stated that he has looked at this list, and has for the last twenty years, and it hasn’t changed much. They don’t rise to the top of the list because there are more important items to fund, such as personnel, utilities, etc. He believes that these items will continue to be put on hold due to funding being funneled directly to a community center instead.

Council Member Wallace stated that he is working on getting dedicated donations for the field at H.T. Custer Park.

Jim Jacobs addressed the Council and stated that the City has been spinning its wheels for many years and has been in a funk. He noted that there is no magic bullet, but that providing an opportunity for kids to be constructive and mentored will go a long way to appeal to the young people of our community to stay. He added that there is a lot of movement in our community with the new Library and hopes the Council votes yes on this resolution.

Reverend Jowers addressed the Council and thanked First Lutheran Church for hosting the Martin Luther King breakfast, as well as the City Manager for sharing his story. He noted that the Council Members’ votes tonight will tell a lot about their priorities. He is in favor of a bond and also congratulated the City on the article in the Peoria magazine. Furthermore, he noted

that he will be in Peoria working with kids on an engineering program, which could also be done here. Likewise, he added that some Council Members are trying to block the initiative and are against diversity and don't want to see the City move forward.

Heather Zeigler Acerra addressed the Council and stated that she lives in Ward Five and is a Galesburg native. She stated that she has worked out of town for many years, but she and her husband have spent a lot of time working with youth and ran a young Marines program. The program was a coed youth leadership and development program. She stated that what concerns and disturbs her is the characterization that is being placed on people that are against this vote. She stated that the Council is about to approve a ton of money for a property before the programs have been defined.

Ms. Acerra further stated that she believes it is very unfair of people to say that those who are concerned about fiscal management don't care about kids or Galesburg, which she believes is not true. She started a business and noted that planning is key and feels that the Council needs to be focusing on the programs and right leadership first. She stated that she had the benefit of being on a committee for a former Galesburg benefactor who donated a lot of money to keep youth in the community and to give them vocational training and development. Acerra also stated that she has been to Peoria quite a bit and is a member of the bicycle co-op there and knows there are people who attend the Dream Center and work with the youth. This gives the youth a wonderful opportunity to work with their hands and possibly spark an interest in the vocations. She implored to all that we need to love each other and though there may be disagreements on how to fiscally approach the project, no one should demonize people who are not in favor of this building.

Pastor Vince Marolla addressed the Council and stated that he lives in Ward Seven and spoke in support of a community center. He stated that he agrees with the discussion on community and family, which are important and the heart of Galesburg. When he looks at Galesburg, 25% of the people in this community live below the federal poverty line. He added that 25% of the people rely on Medicare for their healthcare. At the last Council meeting, 27 people spoke about the sales tax and 24 were in favor of an increase. He understands that the programs are not there yet, but that it will take time to formulate. Those 24 people, representing a wide variety of Galesburg, spoke in favor so that we can start to move forward and help those in need and in poverty. He added that the three people who spoke against the sales tax increase all had something in common -- they were old and white. They are people who have privilege, power, and money, and can use them all to get what they need. If the Council does not approve a community center, then they are denying services to people who need it. He feels that this community has enough money and that we need to get out of the belief that we are a community living on scarce resources. We have people in this community who could write a check for \$7 million dollars and the community center would be built. He noted that it's about where our priorities are and that if they are about community and family and caring for the least and taking care of those in need, they should not be voting against this item. They should be voting for the bonds and helping the community move forward.

Diane Crock addressed the Council and stated that she knows it's already been said that this will be approved and it's simply a technicality, but she believes it is important to have a legacy and

know what you will be remembered for. She is surprised by Council Member Dennis, having known him for many years, and he always seemed to be for the betterment of everybody. His legacy will be what he is doing for the children and families now. She feels it seems very trite and very rude to say that it is a project of a few, but instead it is the entire community coming together for a community center.

George Carter Jr. addressed the Council as the vice president and a coach of the Galesburg Youth Boxing Club. For over 28 years he has been involved in boxing and has seen things disappear from our community for youth. He feels that there is nothing here for the kids and that not all kids play sports. He believes that Galesburg is declining and crime is increasing. Furthermore, he hopes that we can all come together as one and help each other.

Robert Cain stated that he doesn't want to see a bond issue, but hopes the Council moves forward for future generations and to give youth a place to go.

A woman addressed the Council and stated that she was new to Galesburg, only having been here 5–6 years. When she came to the community it was great, her special needs' son had something to do, but now the community has gone down. She believes there is nothing for kids to do, the crime rate is up, and hopes the Council will say yes to the community center.

Andrea Bejarano-Robinson, Ward Two, addressed the Council and stated that she moved to Galesburg in September and did her research on our community because she has four kids (ages 7 to 16). She came here because she was told she didn't belong in her last community in South Carolina. People begged her to move from her last city because of her gender, her children having special needs, or for not being American enough.

She stated that her childhood was changed in Minneapolis due to a community center. This center was funded by the city and county and led by community members. She was able to talk to older people who had similar experiences and feels that the community center saved her life. She wants to invest time in our community and has children that want things to do, and she would have a passion for organizing a community center if it is funded. As a Hispanic person, there is nothing about the American flag that she doesn't respect as a naturalized citizen.

Council Member White stated that spirit is what is going to make this project go forward, even though there are still funding questions. He also believes there are people who love this community and will volunteer, which will allow community groups to grow. Many youths in the community know him from volunteering, and he believes that a community center will be the vessel to do it all and will change the lives of many kids.

Council Member Dennis stated that he is not against a community center, but instead the location. He is in favor of a new building with new equipment.

Mayor Schwartzman noted that the resolution does not specify the location of a building for a community center. This Council has approved a resolution for the Churchill building, but this bond resolution does not specify a building itself or a location. He added that this was intentional and noted that the community center will happen soon regardless. Based on

research, the Council looked at other properties but it was decided that the Churchill location was the best deal. He does not want to wait another three years kicking the can down the road and reiterated that this Council is working with the knowledge they have and the money they have. The Mayor also noted that this resolution does not commit the City to bonding, but does begin the process.

Council Member Cox stated that he also is not against a community center, but does not think the Churchill property is the right location and that the resolution is not worded the best. In the past, other projects have been listed that bond proceeds could be used for, and believes it should be an option. He noted that it would always be up to Council's discretion to where those monies were spent.

Council Member Wallace believes that for the last year and half, this progressive Council has been three-fold. He has been working with the Parks & Recreation Department on H.T. Custer Park and is assisting with outside fundraising efforts. He feels that at this time, the Council needs to approve a resolution to appoint a group of individuals who are like-minded and wise enough to go in the right direction with Council having complete oversight. Likewise, he believes that there is a plan but that it is scattered and one needs to be devised so that it is clear to the public, and for this reason he will be voting in favor of the bond, albeit with some reservations.

Roll Call #4:

Ayes: Council Members Wallace, White, Smith-Esters, and Davis, 4.

Nays: Council Members Hix, Dennis, and Cox, 3.

Absent: None

Chairman declared the motion carried.

23-2005

Council Member Davis moved, seconded by Council Member Smith-Esters, to approve Resolution 23-04 in support of the City of Galesburg recognizing the ongoing struggle for dignity and equality for all lesbian, gay, bisexual, transgender, queer, intersex, and asexual (LGBTQ+) people to forge a more inclusive society. The Mayor asked Interim City Attorney Paul Mangieri to read the resolution aloud.

Council Member Smith-Esters stated that there is no room in Galesburg for hate and that with the comments made tonight she fears for her queer friends. She thinks of the city of Laramie, Wyoming, where in 1998, Matthew Shepard was killed by citizens who thought hate of the LGBTQ+ was acceptable. She feels that being a Council Member means they are in a position of high standard and reflect the values and morals of this community. She stated that Council is having this discussion and making this Resolution of Support because of social media posts that were made by a Bradley A. Hix. She further stated that she has not heard Council Member Hix take ownership or deny these posts and feels that he should let Galesburg know if it was him or not and what his stance is on this matter.

Council Member Davis stated that she is disappointed that the Council is at this position where they have to bring forward this resolution and where they have to bring all of these people into

the Council Chambers to stand up for basic human rights and respect. In a city founded on the principles of freedom and equity, our residents and visitors feel unsafe. She is disappointed that shameful, ignorant, rude, and vile comments have been made against transgender people on social media and that no one has taken accountability. She is disappointed that as a city, we are doing what feels like the least of what can be done, which is speaking out against hateful rhetoric.

Council Member Davis stated that the last couple of weeks for her have included a lot of tears, and it brings her to the Bible verse where Jesus wept. She would be remiss not to have tears in light of the baseless hatred and unrelenting violence perpetrated against people who are just trying to live their lives. Another phrase often associated with Christianity is “love thy neighbor,” which is a mantra taught across nations, cultures, other religions, and is foundational to being a good citizen. She wholeheartedly supports this resolution, which declares that ignorance, bigotry, bullying, and hate has no place in Galesburg.

Council Member Dennis stated that he has never seen or heard of anyone from the LGBTQ+ community being harmed in our community. Some of his friends are gay, and he will be voting in favor of this resolution.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, Cox, and Mayor Schwartzman, 8.

Nays: None

Absent: None

Chairman declared the motion carried.

23-2006

Council Member Smith-Esters moved, seconded by Council Member Hix, to approve Resolution 23-05 authorizing a feasibility study on the designation of a Tax Increment Financing (TIF) District 6.

Director Gugliotta noted that the map attached to the resolution is preliminary and that once the study is complete, the map will likely change slightly. He also noted that the other taxing bodies will be notified and a meeting of the Joint Review Board will be held to review.

Council Member Smith-Esters inquired if a TIF District had ever been discussed for Monmouth Boulevard. Director Gugliotta noted that there is an Enterprise Zone in that area, but that there has not been one in that area. This does not preclude one being looked at in the future.

Roll Call #6:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

23-3000

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve the bid from Qubit in the amount of \$282,169.39 for the replacement of the City's network equipment.

Roll Call #7:

Ayes: Council Members Hix, Denis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Council Member Davis left the meeting at 7:12 p.m.

PUBLIC COMMENT

Louann Mahnesmith addressed the Council and is not in favor of a new TIF District and recommended that a clearer map be available for the public. She hopes the City looks at historical information on how a TIF District helped East Main Street and hopes a new program is not taken advantage of.

Council Member Davis returned to the meeting at 7:14 p.m.

Robert Cain addressed the Council and believes that a new TIF will help many businesses, but he also hopes it creates jobs.

Council Member Dennis left the meeting at 7:15 p.m.

Jim Jacobs addressed the Council and thanked them for voting for the resolution, putting a stamp on the fact that we want to be inclusive. He specifically thanked Council Members Smith-Esters and Davis for their statements.

Reverend Vince Marolla address the Council and presented a statement from The Interfaith Collective of Galesburg for the minutes:

As people of faith and leaders within our faith community, we have been made aware and greatly troubled by recent comments and social media postings by community leaders that target and dehumanize members of the LGBTQIA+ community, specifically persons who are transgender, nonbinary, and gender-queer. Within our various traditions, we understand that humanity was created in the image of God. We read in the first chapter of Genesis, the first book of Jewish and Christian scripture, "God said, "Let us make humanity in our image to be like us.... Humankind was created as God's reflection: in the divine image God created them:... God looked at all of this creation, and proclaimed that this was good - very good". As part of God's good creation, all people are thus of infinite sacred worth, not in-spite of their gender identity but including their gender identity.

In today's increasingly polarized world, it can happen that the ways in which we talk about one another are framed as being rooted in ideology, political correctness, or as reflection of 'wokeness'. It is then tempting to reduce individuals to faceless groups. As clergy

and religious leaders, we believe that we are called to center the concern for others in our conversations on all subjects. Thus, we are not here to speak to political ideology or 'wokeness' but rather the ways in which we care for one another.

According to the Pew Research Center, around 5% of young adults identify as transgender or nonbinary. That is one in twenty young adults. As these young people grow up, they make up an increasingly large part of our community. The community that you lead and represent. Your example as leaders in this community makes a real impact on people's lives. In 2022, the Trevor Project found that 45% of LGBTQIA+ youth have seriously considered attempting suicide in the past year, including more than half of transgender and nonbinary youth. This is not because the LGBTQIA+ community is inherently more prone to suicide.

Rather, this is because of the stresses and stigma that is placed on them simply because of who they are. When they are part of communities that accept them for who they are, these numbers reduce dramatically.

When we use dehumanizing language to describe people and groups of people, including the LGBTQIA+ community our words have a real impact on real people. We are here today, as members of the faith community, to remind us all that we are talking today not about ideas, issues, or abstractions, but about people. We are talking about real people. We are talking about friends, relatives, loved ones, neighbors, congregation members, and constituents. These people live real lives, dream real dreams, and have real feelings. When we use demeaning and dehumanizing language it causes real harm: spiritual harm, emotional harm, mental harm, and physical harm. This harm is inflicted upon these persons that we know and love, as well as upon their friends, families, and communities. In Christian scripture, the Apostle Paul uses the metaphor of the body for the community, noting, "... So that there won't be division in the body and so the parts might have mutual concern for each other. If one part suffers, all the parts suffer with it; if one part gets the glory, all parts celebrate with it". In other words, this harm is not isolated in the lives of individuals but flows all through our community causing ripples of pain and conflict. The harm inflicted upon our transgender and nonbinary siblings harms us all.

We thus thank this council for its continued affirmation of support for the LGBTQIA+ community, and invite us all into a time of reflection upon the impact of our words.

Gayle Galbreath addressed the Council and stated that she feels she is being discriminated against due to her home being placarded. She stated that she owns the home but her disabled son lived there with other individuals. She has been attempting to get a permit in order to perform plumbing work, but has been told that a licensed professional will need to do the work.

Council Member Dennis returned to the meeting at 7:19 p.m.

Ms. Galbreath stated that her son and friends were evicted from the home around Christmas time and that she is simply asking for a permit. Mayor Schwartzman thanked her for her comments but added that this is a complicated situation that staff has been addressing and does not believe all her comments were truthful.

John Pritchard addressed the Council and stated that he is a lifelong resident of Galesburg and has had an interest in the Open Meetings Act since the late 1970s when he served as publisher of the Galesburg Register-Mail and in his current position as president of Galesburg Broadcasting. He stated that he is addressing the Council regarding the need to keep public business public. The OMA provides direction for open and closed meetings and stated that on December 5, 2022, the Council voted to go into Executive Session for the purposes of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2 (c)(1)).

Mr. Pritchard noted that almost all the Executive Session was streamed by the City and stated that WGIL routinely records the City Council meetings and ended up recording approximately 25 minutes of the executive session. After review, he believes there was no valid reason to discuss the topic being discussed in closed session and it is therefore a violation of the Open Meetings Act. He stated that his staff checked with the Illinois Press Association to get their opinion on what was said in the executive session, and they agreed that it was clearly a violation.

He also reported that his staff consulted with the EEOC regarding some of the comments that were made in the meeting by the City Manager and found some of them were problematic based on the answers received from the EEOC.

Mr. Pritchard stated that he doesn't understand how this happened and noted that the City Manager obviously requested that this item be put on the agenda for a specific person, and then it was approved by the Mayor. He added that a city manager of 38 years, as well as the Mayor and Council Members, should be aware of the rules. Mr. Pritchard stated that his staff has written a story about this incident and that there is a link on the WGIL webpage with the audio from the meeting. He added that citizens interested in local government will be interested to learn about the subjects discussed at the meeting. He stated that executive sessions are not for the purposes of discussing uncomfortable topics or items that Council does not want to discuss in open session.

He finally noted that it would be great if there was enough money to fund all the projects in the City of Galesburg. The CIP typically has projects totaling more than \$2 million, and all are valuable and relevant. The difficulty for the Council is to decide who and what gets the funding and who doesn't.

Reverend Jowers addressed the Council and stated that he has never seen that before (John Pritchard's comments) and that he knows former Mayor Sal Garza and that he has not shown up in respect for the current administration. He feels that Mr. Pritchard's comments are a gross conflict of interest. He stated there are a lot of things going on at this meeting and that people are going to have to go home and go to sleep tonight. Some may have a good night's sleep, but there are some who will not.

Andrea Bejarano-Robinson, Ward Two, addressed the Council and stated that when someone is on the job, they are typically working for a company or a city, and if that person Tweets or re-Tweets things, those would be subject to their boss' knowledge and company policy. If these Tweets were done by a City employee, they would have been fired. She has children and friends who identify as transgender, and she herself is nonbinary. She emailed all the Council Members so that they were aware of her feelings, and she wanted to publicly ask the people or person who made those comments to resign from the City Council. In doing so, that would be a statement of apology for their comments and actions. She respects human beings as they are and doesn't expect all people to accept they/them pronouns. She believes that Council Members are public servants and when speaking, they represent their Ward and the entire City.

Council Member White left the meeting at 7:36 p.m.

She chose Galesburg because there was a PFLAG and that it was a safe community for her and her children.

Jay McDorman stated that he is in the 9th grade and that the comments posted on Twitter by a Council Member are unacceptable. Jay lives in a house of people who are part of the LGBTQ+ community. Many friends get bullied and picked on because of the homophobic environment.

Council Member White returned to the meeting at 7:38 p.m.

Deanna Trout, founder and Executive Director of the Community Hygiene Pantry, addressed the Council and stated that when she first started the pantry she strived to make the space welcoming to everyone. She provides compassion and tries to make everyone feel comfortable but does worry about some of her clients. If anyone is in a position where they serve people with a variety of circumstances and lifestyles, you may not understand but that you are there for them and everyone deserves dignity.

Holly McDorman, Ward Two, addressed the Council and apologized to anyone that may be triggered or upset by what she has to say. On June 4th, a Twitter account with the name Bradley A. Hix re-Tweeted many homophobic Tweets geared toward the transgender community. Council Member Hix voted yes to the resolution to help support the queer community, and if he really meant to support it, then she believes he needs to publicly admit the Tweets were his and that he apologize for them and be a better ally in the future. He also needs to be open to education. She has had a child who has been bullied and had violence threatened against them for who they are. Violence against the transgender community increases every year, and they celebrate the remembrance of these individuals every November. Council Member Hix should resign if he is not genuine.

Jo addressed the Council and stated that they moved here from Canton after being given the opportunity to live in HUD housing in Galesburg and feels comfortable and safe here. Living here means not having to worry about being a trans youth. They are disgusted and disappointed at the hurtful comments by a Council Member and reminded them that they represent all members of the community.

Des Stenger addressed the Council and stated that while she lives outside of Galesburg, she is in our community every day. She thanked the Council for passing the resolution and for supporting a community center as well. She encouraged everyone to ask questions and seek information on things they don't understand, such as the LGBTQ+ community. Stenger stated that she sees a lot of good in our community and understands that the last couple of years have been tough on Galesburg.

The Mayor asked for a recess at 7:55 p.m.

The Mayor reconvened the meeting at 8:00 p.m.

Max Gomez addressed the Council, formerly Maya Gomez, who was an afraid little girl who didn't know how to speak her mind and who wanted to blend in but couldn't. They came out as transgender at the age of 13 and everyone ignored it deliberately. They tried to blend in over the years and has had an amazing time coming out as Max, using they/them pronouns, and feels free. They further stated that he is not a freak and hopes the Council Member apologizes.

Diane Crock addressed the Council seeking a clarification about crimes against minorities or a member of the community who has scared individuals right now. She questioned if the City is saying there are no crimes against minorities or people of this community. Council Member Dennis stated that unless the Chief can correct him, he had not read or heard of anyone being harmed from the LGBTQ+ community.

Ms. Crock stated that people don't trust him and don't feel that there is a safe space to let people know these crimes are happening. She believes he was very contradictory and that it wasn't about a community center building but still voted against the item. She feels that there is a "circus" trying to take away from the real issue and feels that people lie all the time, but numbers don't. People need to go out and make some changes when it's time to vote.

Darla Krejci, Ward Five, addressed the Council and stated that it has been alleged that Council Member Hix has made some transphobic and homophobic Tweets and she and her partner and friends found them offensive. She stated that those comments could have been made from ignorance, peer pressure, etc. but feels that they aren't being addressed. She shared a story where she made a similar insensitive comment on a Facebook post, and it was pointed out that the information she posted was insensitive. She took this opportunity to learn and grow, but she did not block the person, dig up dirt on them to discredit them, or look for other offensive posts to allow her post to look better, nor did she portray herself as a victim. She hopes that Mr. Hix can admit his wrongdoing and then there can be grace with an apology.

CITY MANAGER'S REPORT

23-4004

Council Member Cox moved, seconded by Council Member Dennis, to table agenda item 23-4004 for the approval of a minor plat of the Gale Village Re-Subdivision No. 2 until the February 6, 2023, City Council meeting.

Roll Call #8:

Ayes: Council Members Hix, Dennis, White, Smith-Esters, Davis and Cox, 6.

Nays: Council Member Wallace, 1.

Absent: None

Chairman declared the motion carried.

23-4005

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve a facade grant in an amount not to exceed \$40,000, or 50% of the actual final project costs, whichever is less, for the Galesburg Community Arts Center.

Roll Call #9:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-4006

Council Member Smith-Esters moved, seconded by Council Member White, to approve a Workers' Compensation settlement agreement in the amount of \$18,916.25 for Police Officer Carr.

Roll Call #10:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-4007

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve a Professional Service Agreement with PGAV Planners, LLC in the amount of \$31,500 to provide consulting services for the proposed creation of a new Tax Increment Financing District along Grand Avenue.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Council Member Smith-Esters moved, seconded by Council Member White, to sit as the Town Board. The motion carried.

TOWN BUSINESS

23-9001

Trustee Dennis moved, seconded by Trustee Smith-Esters, to approve Town bills and warrants to be drawn in payment of same.

Fund Title	Amount
Town Fund	\$8,923.23
General Assistance Fund	\$4,540.07
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	
Total	\$13,463.30

Roll Call #12:

Ayes: Trustees Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Council Member Smith-Esters moved, seconded by Council Member Davis, to resume as the City Council. The motion carried.

CLOSING COMMENTS

Council Member Dennis thanked everyone for attending the meeting tonight.

Council Member White stated that several years ago, President Obama stated that no one made anything (their business) by themselves, and he caught a lot of flack for the comment. He believes he was right thinking that the business owner didn't build the streets they need and that no one makes anything in this country by themselves. He wondered who picked all the cotton to start this nation off, who fed the first settlers, who welcomed the people out west. All the big people, all the money people, all the people who run things and have influence, all need little people underneath them to succeed. Don't belittle the people who got you where you are now just because you have authority, influence, and money. He wants to see the community move forward and the people on this Council work together.

Council Member White appreciated all who came to the Martin Luther King breakfast and added that when he leaves, he wants to make sure he's done something important in his City. Former Council Member W.C. Jackson was a mentor of his and tries to follow in his footsteps and give back to the community. He thanked First Lutheran Church for providing the food for the breakfast and for those who contributed to the scholarships.

Council Member Smith-Esters stated that the Martin Luther King breakfast was awesome and thanked City Manager Smith for being the keynote speaker. She also thanked those who attended the meeting tonight and stated that they are role models for those who are listening and watching.

Council Member Davis was delighted to hear the comments about First Lutheran Church, where she is part of the leadership, and was proud and delighted to be a member there and participate in serving the community. She appreciates all the dedicated people who volunteered and served as well.

Council Member Davis thanked everyone for coming to speak; something that takes a lot of courage and vulnerability. She is mortified that there are people still in leadership roles who continue to deflect accountability for cruel and shameful statements, but is proud of community members who continue to speak out and demand accountability and real leadership. These individuals refuse to accept excuses and diversionary tactics and who are doing the work every day to make the LGBTQIA+ residents and visitors feel safe. She remains an out loud, queer woman, and will use her power and privilege to give a voice to those who have historically been marginalized by systemic inequity. She invited every citizen to do what they can for this cause and together Galesburg can return to a beacon of hope and love.

Council Member Cox announced that a week from today, January 24th, 6 p.m., the City will host an HT Custer Park Public Design Workshop at the King Elementary School library. Residents can share their ideas on the proposed park development.

Council Member Hix thanked Council Member White on the Martin Luther King Jr. breakfast, as well as all the other volunteers. He thanked the IT staff and City Clerk's staff for the items he has requested on several projects and appreciates all their work. He also added that he is concerned about the Open Meetings Act violation and visited the Illinois Attorney's General's website to retake the OMA training.

Council Member Wallace thanked everyone who attended the meeting and thanked those who were also involved with the Martin Luther King breakfast. He noted that civil rights affects more than just black people, but also Hispanics, LGBTQ+ individuals, union people, and all those who are poor. Martin Luther King once said "he had a dream," which should include everybody. His motto is "I am my brother's keeper, and I am my sister's keeper."

Mayor Schwartzman wished Council Member Dennis' wife a speedy recovery from her surgery. He was also able to attend the Martin Luther King breakfast, which was a beautiful ceremony, with the new City Manager as the keynote speaker. He showed why he is a leader and thanked him for showing his vulnerability to our community after only being here for two months.

He also stated that there were three students who read their essays at the breakfast, all of which were profound on the civil rights movement. He stated that Martin Luther King would have turned 94 years old two days ago if he were alive today. He is famous for many quotes, one which he believes speaks to this community - "we may have all come on different ships, but we're all in the same boat now." When he thinks of Galesburg, he believes that we are all in the same boat and that our collective future depends on everyone working together and empathizing, listening, and learning from each other. He has tremendous confidence in this city and believes that sometimes the noise from outside confuses people and makes us become angry, frustrated, or filled with despair.

The Mayor stated that what he saw tonight was a civics lesson with incredibly courageous people coming forward and sharing their life story and hardships. We are blessed that they are here and willing to share, which is difficult to do. We all heard and learned about what's important from people taking from their hearts. They are the future of our community. As

everyone pursues their lives over the next several weeks, and until Council meets again, he asked everyone to keep in mind what is trying to be done and the power of each resident to influence others thoughts and dreams. He added that he believes everyone has the power to build this community.

Mayor Schwartzman announced the HT Custer meeting again on the 24th, as well as a City Council Work Session on Monday, January 30th. Topics will include a branding exercise for the City, and potentially the County. On Tuesday, January 31st, he will be hosting an event at the Vault at 5:30 p.m. to discuss the community center, specifically the operations, programs, and services that will be there. He reiterated that he is hosting this forum and Council Members are able to attend, but in order to avoid any OMA violations, they are not allowed to participate in discussion. He welcomes all to come and that he will be sharing his notes with the Council.

In closing, the Mayor stated that all these meetings have led people to attend and speak from their hearts and spread the love in our community. He believes all these meetings are like a page or chapter in a book -- we will find ourselves in the book and create a story, written by the community. There is no known conclusion yet, but everyone's an author. He hopes people continue to attend and participate in meetings. He noted that change is very hard and as Mayor of this city, he is indebted and very thankful for this opportunity to serve.

Council Member Cox moved, seconded by Council Member White, to adjourn into Executive Session at 8:41 p.m. for the purposes of discussing property acquisition (5 ILCS 120/2 (c)(5).

Roll Call #13:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

During the Executive Session, Council Member Smith-Esters, seconded by Council Member Hix, to adjourn the Executive Session at 9:38 p.m.

Roll Call #14:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Proclamation

CITY OF GALESBURG

ILLINOIS

WHEREAS, the city of Galesburg, Illinois, and Knox College share Founder, George Washington Gale, who set out for the Illinois prairie more than 185 years ago, with the intention to found both a college and a town, both supporting and sustaining the other; and

WHEREAS, Knox College has provided an excellent liberal arts education for over 185 years with the early commitment to increase access to all qualified students of varied backgrounds, races and conditions, regardless of financial means; and

WHEREAS, over 80% Knox College employees and several hundred Knox alumni and parents are Galesburg residents and involved in the community as scholars, parents, patrons, business owners and volunteers; and

WHEREAS, Knox's president and staff travel around the country promoting Galesburg to alumni, parents and friends – including the benefits of working and living in Galesburg; and

WHEREAS, Galesburg, Illinois supports Knox College through attending community events such as lectures, concerts and sporting events, partnering with College administrators, and philanthropic endeavors; and

WHEREAS, Knox College rankings include: one of the top liberal arts colleges in the nation according to the U.S. News & World Report; one of the 25 most diverse liberal arts colleges in America according to the Princeton Review; 12 consecutive years on Sierra Club's list of "Cool Schools" for sustainability efforts; and nationally known as a College that Changes Lives; and

WHEREAS, both Knox College and Galesburg continue to be invested and involved in each other's success.

NOW, THEREFORE, I, Peter Schwartzman, Mayor of Galesburg, Illinois, do hereby proclaim, February 15, 2023, as:

FOUNDERS DAY AND KNOX PROUD DAY

AND urge the residents of our community, and Knox communities across the country, to support Knox College and the City of Galesburg on Founders Day and throughout the year.

Dated this 6th day of February 2023.

Mayor Peter D. Schwartzman

Proclamation

CITY OF GALESBURG

ILLINOIS

WHEREAS, the future of our community, our state and our nation depend upon the type of young people we rear to handle the affairs of tomorrow; and

WHEREAS, the accomplishments and achievements of these young citizens deserve recognition and commendation for their efforts; and

WHEREAS, the citizens of our community are pleased to join in expressing appreciation and approval of the contributions of our young people; and

WHEREAS, Baylie Mayfield has been nominated by Larry Cox to receive the Galesburg Youth Extra Effort Award for some of the following reasons:

Baylie is a 5th grade student at the Galesburg Christian School. She is the daughter of Eric and Briget Mayfield and is the best big sister to Harper. She participates in 4H, soccer, basketball, swim team, bicycle riding and martial arts. Baylie has many interests, but finds “Junk 4 Jingles” one of her most rewarding passions. She initially became intrigued with the process of hauling “junk” and being able to earn cash. She then decided to haul unwanted scrap, mostly donated by people in the community, in order to purchase Christmas presents for children on the Salvation Army Tree. She was able to raise enough funds to purchase gifts for 38 children in 2020, 101 children in 2021 and 132 children in 2022.

Baylie continues to set her sights on helping as many children as possible and has applied, and was granted, 501c3 status in the fall of 2022. The tax exempt status will help her continue this goal and assist with shopping. She personally shops for each child that is selected, to grant their wish on the Salvation Army card, and to bring the “spirit of Christmas to their hearts.” She has already started collecting scrap to help fund her gifts for the 2023 season, adding smiles to more children.

NOW, THEREFORE, I, Peter Schwartzman, Mayor of the City of Galesburg, Illinois, do hereby urge all citizens in Galesburg to join me in commending Baylie Mayfield for her valuable service to our community.

Dated this 6th day of January 2023.

Mayor Peter D. Schwartzman

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 06, 2023**

AGENDA ITEM: Resolution authorizing the execution of a technical assistance grant agreement for a period of February 06, 2023 through January 05, 2025.

SUMMARY RECOMMENDATION: Community Development staff recommend approval of this resolution authorizing a technical assistance study for Public Transportation.

BACKGROUND: In March of 2022, the City Council authorized the submittal of a grant application for a comprehensive operations analysis grant under the Illinois Department of Transportation. The study is designed to analyze existing transit routes and needed updates, equipment levels, staffing levels, as well as what operations can support. The grant agreement provides a very methodical and detailed plan proposed by IDOT to complete this study.

BUDGET IMPACT: There is no local budgetary impact. The study is fully funded by a grant from the State of Illinois

SUPPORTING DOCUMENTS:

1. Resolution authorizing acceptance of grant agreement
2. Grant Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A TECHNICAL ASSISTANCE GRANT AGREEMENT

WHEREAS, 20 ILCS 2705/2705-300 and 2705-305 of the Department of Transportation Law authorizes the Illinois Department of Transportation (IDOT) to make financial assistance available for the purpose of conducting studies, demonstrations and development projects which shall be designed to test and develop methods for increasing public use of mass transportation and for providing mass transportation in an efficient, coordinated, and convenient manner; and

WHEREAS, funding may be provided from a 49 U.S.C. § 5305 grant made to IDOT by the Federal Transit Administration (FTA), and/or by IDOT funds, and/or by the City of Galesburg using local funds.

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS:

Section 1. That an application be or has been made to IDOT's Office of Intermodal Project Implementation, for a grant to (brief explanation of the proposed study's purpose);

Section 2. That Peter Schwartzman, Mayor of the City of Galesburg, is hereby authorized and directed to apply for and execute a technical assistance grant agreement on behalf of the City of Galesburg; and

Section 3. That Kraig Boynton, Transit Manager, or Steve Gugliotta, Director of Community Development, are hereby authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and FTA in connection with the aforesaid application for such grant; and

Section 4. That Peter Schwartzman, Mayor of the City of Galesburg, is hereby authorized to and directed to execute and file on behalf of the City of Galesburg a technical assistance grant agreement ("Agreement") with IDOT, and amend such Agreement, if necessary, in order to obtain grant assistance.

Section 5. That Kraig Boynton, Transit Manager or Steve Gugliotta, Director of Community Development of the City of Galesburg; is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant.

PASSED: _____

APPROVED: _____

Approved this 6th day of February , 2023, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

[Type here]

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
GALESBURG, CITY OF

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield, IL 62764, and Galesburg, City of (Grantee), with its principal office at 55 W. Tompkins Road, Galesburg, IL 61401 and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: N/A is Grantee's correct DUNS Number; X5FADJ8N4NL9 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 376001160 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

Agreement No. TS-22-344

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$150,000.00, of which \$120,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is IL-2022-038-00, the federal awarding agency is Federal Transit Administration, and the Federal Award date is September 16, 2022. If applicable, the Assistance Listing Program Title is Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research and Assistance Listing Number is 20.505. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1136 and 494-80-1137 and the CSFA Name is Transit Statewide/Non-Metropolitan Planning-Federal Sec 5305(e) and Transit Statewide/Non-Metropolitan Planning-State. The State Award Identification Number is N/A.

1.4. Term. This Agreement shall be effective on Execution Date and shall expire on Two Years After Execution Date (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

The Remainder of this page is left blank intentionally.

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1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☒ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: _____

Signature of Omer Osman, Secretary

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of First Other Approver, if Applicable

Date: _____

Printed Name: Jason Osborn

Printed Title: Director, Office of Intermodal Project Implementation

GALESBURG, CITY OF

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Peter Schwartzman

Printed Title: Mayor

E-mail: pschwartzman@ci.galesburg.il.us

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

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"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30

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ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

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or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

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Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

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must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

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early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods

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from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

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- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall

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follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants,

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but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application, or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable

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processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII

SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

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22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures, or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval

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of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

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26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A**PROJECT DESCRIPTION**CSFA Number: 494-80-1136 and 494-80-1137NOSA/SAIN Number: N/AGATA Registration Number: 676834

The City of Galesburg (the Grantee) shall comprehensively analyze their public transportation system, which shall include analyzing demand, conducting a passenger use survey, and assessing opportunities for expansion, possibly involving expanding service into Knox County outside of the current service area and coordinating service with Warren County Public Transportation. The Grantee shall also determine the feasibility of a potential structure to serve as a fixed route transfer point in the City's downtown.

The Grantee shall perform the following tasks:

Task 1: Create a Technical Advisory Committee

The Grantee shall create a Technical Advisory Committee of key stakeholders, including the City of Galesburg's Public Transit Advisory Committee and representatives from the following: Knox County; the City of Galesburg; community groups; the Galesburg Area Chamber of Commerce; and the Grantor. The Grantee shall have regularly scheduled Technical Advisory Committee meetings to keep the Committee informed of this study's progress and to solicit its input.

Task 2: Host Kickoff Meetings

At a kickoff meeting with this study's Technical Advisory Committee, the Grantee shall review this study's overall objectives, scope of services, coordination and communication protocols, timetable, data requests, extent and methods of public involvement, and other necessary items to begin the study process. The Grantee shall also have separate kickoff meetings as introductions to the study with 1) the Grantee's transit employees; and 2) the Galesburg City Council. The kickoff meeting with the City Council can take the form of the Grantee providing a presentation on the items listed above at one of the Galesburg City Council's regular meetings.

Task 3: Analyze Countywide Demand for Public Transit

The Grantee shall conduct a ridership demand analysis to determine transit demand in the areas within Knox County, both inside of and outside of the City of Galesburg. The Grantee shall collect, analyze, and document population demographics in Knox County to determine the potential and propensity for transit ridership throughout the County, including in the City of Galesburg. These demographics shall include, but not be limited to the following: income and poverty levels; age; distribution of minority populations; distribution of people with disabilities; and levels of car ownership.

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The Grantee shall also collect and analyze land use data that can affect transit ridership, including data on current and projected population and employment levels and densities, major traffic generators, and key corridors within Knox County. The major traffic generators shall include Knox and Carl Sandburg Colleges.

The Grantee shall portray each of the above population demographics and land use attributes onto maps of its service area. These maps shall supplement the written transit demand analysis in the Draft Report and Final Report at the end of this study.

Task 4: Conduct a Passenger Use/Satisfaction Survey of Galesburg Transit Service

The Grantee shall create a passenger use/satisfaction survey instrument that shall ask about current and potential use of public transit within, to, and from Knox County. This survey shall include questions about residents' recurring travel behavior; travel frequency; the ability and willingness to use public transit to accommodate these trips; attitudes toward the City of Galesburg's existing public transportation services; and suggestions for potential service and system improvements.

The Grantee shall submit a draft version of the survey instrument to the Technical Advisory Committee for comment. The Grantee shall then finalize the survey instrument after addressing the Technical Advisory Committee's feedback. The Grantee shall administer this survey, tabulate, and analyze the data, and present the survey's findings to the Technical Advisory Committee.

Task 5: Coordinate with Warren County Public Transportation

The Grantee shall meet with the Program Compliance Oversight Monitor for Warren County to discuss the following: 1) the extent to which service coordination in Knox County could mutually assist transit operations in both Knox and Warren Counties and 2) the extent to which the Grantee and Warren County Public Transportation could work together to provide service between Galesburg's intercity rail/bus station and Monmouth College on a demand-response basis.

Task 6: Identify and Assess Opportunities for the Development of Galesburg Transit Services

Given the results of Tasks 3, 4, and 5, the Grantee shall develop a methodology for determining whether current transit services are sufficient for serving Knox County, notwithstanding any municipal boundary lines. This shall also include an analysis of fixed-route headways and operating hours for fixed route and demand-response services. The Grantee shall present this methodology to the Technical Advisory Committee for their review, suggestions, and ultimate approval. After integrating the Technical Advisory Committee's relevant feedback, the Grantee shall undertake an evaluation process using that methodology. This process shall study relevant historical route data to the extent that it is available.

The Grantee shall also analyze whether downtown Galesburg's current transfer point for transit at Prairie and Main Streets is still viable or whether it should be moved and/or upgraded with a commuter transfer facility. The Grantee shall study up to three additional locations for alternative transfer points, which may or may not be situated in downtown Galesburg. The Grantee shall analyze Galesburg Free Parking Lot A (located at 40.948291, -90.367688) as one of these potential sites. The Grantee shall include input in all decisions about transfer point locations and upgrades with this study's Technical Advisory Committee.

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Moreover, the Grantee shall analyze how transit services can best help passengers who need transportation to and from Galesburg's intercity bus/rail station, including how potential new fixed route bus services could be scheduled around times when intercity trains and buses arrive and depart from the Galesburg intercity bus/rail station.

The Grantee shall also discuss any advantages and disadvantages compared to the existing system in this task; recommend modifications to existing dispatching and operations; recommend additional marketing and branding opportunities; estimate the labor, capital, and operating costs associated with these transit improvements; identify budget-constrained and unconstrained transit improvements and identify additional funding streams.

Task 7: Present the Study Findings to the Technical Advisory Committee and the General Public to Gather Feedback

The Grantee shall present the study findings to the Technical Advisory Committee and separately hold two meetings for the general public. During these meetings, the Grantee shall gather public feedback and incorporate that feedback into the Draft and Final Report. One of these meetings shall be held during normal business hours and one shall be held in the evening, designed for people who work during normal business hours to attend.

Task 8: Write Draft and Final Reports

The Grantee shall create a Draft Report and a Final Report that shall incorporate information from this study's tasks. The Grantee shall present this information at this study's Technical Advisory Committee meeting, share the Draft Report with its members, and incorporate their relevant comments.

The Grantee shall also provide an editable copy of the Draft Report in Microsoft Word format (.docx) to the Program Support (Planning) Section at the Grantor's Office of Intermodal Project Implementation. The Grantee shall review and incorporate their relevant comments into the Final Report and shall submit a paper and an electronic (.pdf) copy of the Final Report to the Grantor's Program Support (Planning) Section.

Moreover, the Grantee shall review and present this report's findings to the Galesburg City Council for their approval and adoption.

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EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee shall create a Draft Report and a Final Report that shall incorporate information from all the study tasks. The Grantee shall present this information at a Technical Advisory Committee meeting, share the Draft Report with its members, and incorporate their relevant comments.

The Grantee shall also provide an editable copy of the Draft Report in Microsoft Word format (.docx) to the Program Support (Planning) Section at the Grantor's Office of Intermodal Project Implementation. The Grantee shall review and incorporate their relevant comments into the Final Report and shall submit a paper and an electronic (.pdf) copy of the Final Report to the Grantor's Program Support (Planning) Section.

Moreover, the Grantee shall review and present this report's findings to the County Board for their approval and adoption.

EXHIBIT C**PAYMENT**

Grantee shall receive \$150,000.00 under this Agreement.

Enter specific terms of payment here:

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee. The Grantee must timely submit written monthly or quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. To receive Grant payments pursuant to this Agreement, the Grantee must:

1. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;
2. have submitted all financial, progress reports, and performance data that the Grantor currently requires; and
3. have previously received the Grantor's approval for all budget amendments required to cover any costs that have exceeded a particular budget item.

B. Payment by the Grantor. The Grantor shall only reimburse costs incurred according to this Agreement's terms and conditions. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor shall process the requisition, provided that the Grantee has not violated any of this Agreement's terms and is making progress, satisfactory to the Grantor, towards this Project's timely completion. If all of these circumstances are found to exist, the Grantor will reimburse the Grantee's eligible, incurred Project costs, from time to time, but not in excess of the maximum amount of the Grant provided in the Project Budget section in PART THREE below. Reimbursement of any cost pursuant to this Agreement shall not constitute the Grantor's final determination of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of this Agreement's terms that the Grantee committed.

In the event the Grantor determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Eligible Costs. In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Grantor; and meet all of the requirements set forth below:

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;

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4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);

5. be incurred (and be for work performed) after the date of this Agreement, unless specific authorization from the Grantor to the contrary is received;

6. be in conformance with the standards for allowability of costs established by the Grantor; and

7. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, OMB Circulars A 87, A 21, A 122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as the Grantor may approve.

D. **Ineligible Costs.** In determining the eligibility for reimbursement of any cost that the Grantee incurred, in addition to ineligible costs set forth in federal law and its corresponding rules, the Grantor shall exclude: (i) costs that are not properly documented, not actually incurred for the Project, or not allocable to the Project according to this Agreement's requirements; (ii) all Project costs the Grantee incurred before or after this Agreement's stated term; (iii) costs the Grantee incurred which are not provided for in the latest approved Uniform Budget; and (iv) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which the Grantor has not been concurred with or approved in writing.

E. **Excluded Costs.** The Grantee agrees to promptly remit the amount owed including any interest due to the Government upon notification that it owed specific amounts, whether for federal or state claims for funds recovered from a third party or elsewhere, excess payments, or ineligible costs.

The Grantee agrees that the amount of interest due depends on whether the debt's principal is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments the Government made to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

F. **Subject to Appropriation.** All of the Grantor's grants, payments, and obligations under this Agreement are subject to the receipt of funds by the Grantor from the FTA and/or are authorized pursuant to 20 ILCS 2705/2705-

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300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in performing its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment, or obligation of the Grantor or the FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Grantor from the FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Mr. Chuck Abraham

Title: Manager of Program Support (Planning)

Address: 69 W. Washington, Suite 2100; Chicago, IL 60602

Phone: (312) 793-3510

TTY#:

Fax#:

E-mail Address: Charles.Abraham@illinois.gov

GRANTEE CONTACT

Name: Mr. Kraig Boynton

Title: Transit Manager and PCOM

Address: 55 W. Tompkins; Galesburg, IL 61401

Phone: (309) 343-3642

TTY#:

Fax# (309) 343-0576

E-mail Address: kboynton@ci.galesburg.il.us

Additional Information:

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EXHIBIT E

PERFORMANCE MEASURES

1. Quality of the Draft and Final Reports
2. Responsiveness to interested stakeholders and the general public
3. Responsiveness to the Grantor
4. Prompt submission of all invoices and quarterly progress reports

EXHIBIT F

PERFORMANCE STANDARDS

1. The Grantee shall provide a Draft and Final Report that are comprehensive, thoroughly researched, logically structured, and well-written.
2. The Grantee shall provide the Grantor electronic access to the Draft Report and shall address all reasonable and relevant comments from interested stakeholders and the general public. The Grantee shall also hold all public meetings as required under this Agreement.
3. The Grantee shall promptly provide the Draft Report in an editable format on Word for the Grantor's Program Support Section and shall allow them a reasonable time to review these reports. The Grantee shall accept all reasonable and appropriate revisions and shall promptly respond to Grantor inquiries.
4. The Grantee shall submit all invoices monthly or quarterly and all quarterly progress reports in a timely manner.

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EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

None

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

ETHICSA. Code of Conduct

1. **Personal Conflict of Interest** – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. **Organizational Conflict of Interest** – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or Grantee or impair the objectivity in performing the contract work.

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B. Lobbying. The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification in the form of **PART TWO, ATTACHMENT 1** and will incorporate it in its applicable third-party contracts and require a comparable certification from its contractors or subcontractors.

C. Debarment. The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget “Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third-party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed a Debarment certification as part of the Grantee’s most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee’s Program Specific Warranties section in **PART THREE** below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as **PART TWO, ATTACHMENT 2**).

D. Trafficking in Persons

1. To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with “Trafficking Persons: Grants and Cooperative Agreements”, 2 CFR Part 175.

DISPUTE RESOLUTION

The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government’s interest in the Project or the Government’s administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

GRANT ACCOUNTABILITY AND TRANSPARENCY ACT (30 ILCS 708/45)

The Grant Accountability and Transparency Act (30 ILCS 708/45) shall apply to this Grant Agreement unless and until this Award is explicitly exempted through an Amendment or repeal of 30 ILCS 708/45. In the event this Grant Agreement is exempted from GATA, all references to GATA requirements shall be considered stricken. Grantee shall comply with all GATA requirements that apply prior to the effective date of any exemption. Notwithstanding any appeal of 30 ILCS 708/45, Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200 as applicable.

GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of **PART TWO, ATTACHMENT 2**.
2. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of **PART TWO, ATTACHMENT 3**.

SUBSTANCE AND ALCOHOL ABUSE / DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in **PART THREE** below.

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

EQUIPMENT AND SUPPLIES

Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third-party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store, and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

PROCUREMENT PROCEDURES/EMPLOYMENT OF GRANTOR PERSONNEL

1. **Procurement of Goods or Services - Federal Funds** - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or

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services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1.

2. Procurement of Goods or Services – State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.

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3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
3. Develop specifications to solicit quotes.
4. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
5. Prepare or submit information to Grantor's point of contact in Exhibit D.
6. Obtain authorization from Grantor's point of contact provided on Exhibit D.
7. All applicable forms must be approved prior to awarding the contract.

3. **Employment of Grantor Personnel** -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report. For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending FY25.

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

RENEWAL

This Agreement may not be renewed.

CONTRACTS OF THE GRANTEE

The Grantee shall not execute any contract or obligate itself in any other manner with any third-party with respect to the Project, without the prior written approval by an authorized representative of the Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

THIRD-PARTY CONTRACT CHANGES

After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

LABOR PROVISIONS

A. General Labor Compliance. If applicable and except in a construction contract of \$2,000 or less, and except in a third-party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

B. State and Local Government Employees. The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

C. Employment of Illinois Workers. To the extent applicable and consistent with federal law, the Grantee agrees to include in all third-party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

D. Third-Party Contracts. The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

E. Nonconstruction Contracts. Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:

1. **Contract Work Hours and Safety Standards**. The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2. **Nonconstruction Subcontracts.** The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

CIVIL RIGHTS

A. **Federal Nondiscrimination.** The Grantee agrees to comply with, and assure the compliance by its third-party contractors and subcontractors under this Project, with all requirements of Federal nondiscrimination laws including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21; and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

B. **Federal Equal Employment Opportunity.** The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

1. **General Requirements.** The Grantee agrees as follows:

a. **Discrimination Prohibited.** In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

b. **EEO Program Incorporated by Reference.** If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

2. **Age.** In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance, " 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age

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Discrimination in Employment Act,” 29 CFR Part 1625.

3. **Disabilities.** In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

4. **Sex.** In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

5. **Language Proficiency.** In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order “Improving Access to Services for Persons with Limited English Proficiency”, 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficiency Persons,” 70 Fed. Reg. 74087, December 14, 2005.

C. **Illinois Human Rights Act.** The Grantee shall comply with the “Equal Employment Opportunity Clause” required by the Illinois Department of Human Rights. It is understood that the term “contractor” shall also mean “Grantee.” The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee’s non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter “DOHR”), the Grantee may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the DOHR’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee’s obligations under the Illinois Human Rights Act and the DOHR’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the DOHR and the

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contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

8. In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

D. Sexual Harassment. The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6 101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.

E. Disadvantaged Business Enterprise ("DBE"). To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to

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carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

3. The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

a. "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

F. Disabilities

1. **Americans with Disabilities Act (ADA).** The Grantee shall comply with all applicable state and federal requirements under the ADA.

2. **Access Requirements for Individuals with Disabilities.** The Grantee agrees to comply with 49 U.S.C. Section 5301(b)(6); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.; and the following regulations and any amendments thereto:

a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

c. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;

d. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of

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Disability in State and Local Government Services," 28 CFR Part 35;

e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

f. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

g. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;

h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;

i. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

j. U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194.

3. **Over-the-Road Accessibility Program (OTRB).** The Grantee agrees to comply with the requirements of § 3038 of TEA 21, as amended by § 3007 of FAST ACT, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.

G. Confidentiality - Drug or Alcohol Abuse. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

H. Transportation Infrastructure Finance and Innovation Act. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds.

I. State Business Enterprise Program. [Applicable to this Agreement only if the amount of state funds in the Grant is \$250,000 or more and when no Federal monies are used], the Grantee agrees, pursuant to the State Finance Act, 30 ILCS 105/45, to comply with Section 6(d) of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575 and Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105. In addition, prior to the execution of this Agreement, the Grantee will submit to the Grantor the written certification which is made a part hereof.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

INTELLECTUAL PROPERTY**A. Patent Rights**

1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third-party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

2. The Grantee agrees to include this Intellectual Property section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

2. The following restrictions apply to all subject data first produced in the performance of this Agreement:

a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

(i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a grantee or a third-party contractor purchases ownership with federal or state assistance.

3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as

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amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this Patent Rights section, the Government may make available to the Grantee and/or any third-party contractor, or third-party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

6. The requirements of subparagraphs (B)(2), (3), and (4) of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this Patent Rights section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

C. Export Control. The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

SEAT BELT USE

To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource

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conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third-party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

A. Environmental Protection. To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

B. Air Quality. To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable state Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

2. In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.

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C. Use of Public Lands. To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

D. Wild and Scenic Rivers. To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.

E. Coastal Zone Management. To the extent applicable, the Grantee agrees to assure Project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

F. Wetlands. To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.

G. Floodplains. To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

H. Endangered Species and Fisheries Conservation. To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

I. Historic Preservation. To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.

J. Mitigation of Adverse Environmental Effects. Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

K. Energy Conservation. To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

L. Clean Water and Safe Drinking Water. For all contracts and subcontracts exceeding \$100,000, the

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Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

M. Environmental Justice. To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

N. Clean Fuels. To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

O. Indian Sacred Sites. To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.

P. Job Access and Reverse Commute Formula Grant Program. To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

PRIVACY

Should the Grantee, or any of its third-party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third-party contractors shall protect said information in accordance with the requirements of these Acts.

PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

Agreement No. TS-22-344**PART TWO ATTACHMENT ONE****CERTIFICATION AND RESTRICTIONS ON LOBBYING**

(for federal funding > \$100,000)

I, Peter Schwartzman, Mayor hereby certify
 (Name and title of official)

On behalf of the City of Galesburg that:
 (Name of Subrecipient)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Subrecipient: City of Galesburg

Type or print name: Peter Schwartzman

Signature of authorized representative _____ Date / /

Contract Number TS-22-344 State Grant Number OP- -

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PART TWO ATTACHMENT TWO

Reserved for Legal Opinion

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed and duly admitted to practice law in the State of Illinois and am counsel and attorney for the City of Galesburg ("Grantee"). In this capacity, my opinion has been requested concerning the Grantee's eligibility for grant assistance under the provisions of the Department of Transportation Law, 20 ILCS 2705/2705-01 *et seq.* and the Public Works Finance Act, 30 ILCS 370/1 ("Acts"). Please be advised of the following:

1. The Grantee is an eligible participant as defined in the Acts;
2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into a grant agreement;
3. The Grantee is fully empowered and authorized to enter into the grant agreement and that agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns;
4. I have no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State grant agreement; and
5. I have reviewed and searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible participant under the provisions of the Acts, and that the Grantee is fully empowered and authorized to enter into a grant agreement and to accept the grant from the State.

Signature: _____
(Attorney's Name)

Date: _____

Attorney for: City of Galesburg

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PART TWO ATTACHMENT THREE

Reserved for Grantee's Board Resolution

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PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

DEFINITIONS

As used in this Agreement:

- A. "U.S. DOT" means the United States Department of Transportation.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation.
- C. "Government" means both the United States of America federal government and the state of Illinois state government or any of its federal or state agencies.
- D. "Contractor" or "Third-party Contractor" means an entity that receives a contract or purchase order awarded by the Grantee, financed in whole or in part with federal and/or state assistance.
- E. "Total Project Costs" means the total allowable costs incurred by the Grantee and/or its Contractor(s) in performing the Project.
- F. "Project" means the studies, demonstrations, and/or development projects described in the Grantee's approved application, for which grant funds are intended to be provided pursuant to this Agreement.

PROJECT BUDGET

The Uniform Budget is attached as **PART THREE ATTACHMENT 1.**

The Grantee agrees to perform or have performed all of the services set forth and described in this Agreement at the approved rates of reimbursement for allowable costs in an amount not to exceed \$150,000.00. Additionally, the Grantee shall not exceed the total estimated costs indicated in the Uniform Budget, for each item listed therein, unless prior approval is received from the Grantor.

The Grantee shall be reimbursed for direct and indirect costs incurred in the performance hereof only as are allowable under the applicable provisions of Federal OMB Circulars A-87 and A-102, as amended. This Agreement is a reimbursement contract for a grant amount not to exceed \$150,000.00 or 100% of a Total Project Cost of \$150,000.00. The pass-through Federal share is the lesser of \$120,000.00 or 80% of Total Project Cost; the Grantor share is the lesser of \$30,000.00 or 20% of Total Project Cost and the Grantee share is the lesser of \$0.00 or 0% of Total Project Cost in accordance with the Uniform Budget. Until final determination of the allowable costs is made by audit at the completion of the Project, the Grantee shall be reimbursed at actual labor rates and provisional overhead (burden) rates for billing purposes only.

ACCOMPLISHMENT OF THE PROJECT

A. General Requirements. The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents attached hereto, and in compliance with all applicable laws and Grantor guidelines as from time to time adopted.

B. Pursuant to Federal, State, and Local Law. In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state, and local law, including the applicable grant provisions of the current Master Agreement between the Grantor and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Government requirements, the Grantee agrees to include in all sub-Grantee agreements and third-party contracts financed with Government assistance specific notice that Government requirements may change and the changed requirements will apply to the Project as required.

Specifically, the Grantee and Contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

C. Funds of the Grantee. The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project costs as set forth herein, at or prior to the time that such funds are needed for the Project.

D. Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions (including its legal, financial, or technical capacity) or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

E. No Government Obligations to Third Parties. The Grantor and FTA shall not be subject to any obligations or liabilities by or to contractors of the Grantee or their subcontractors or any other person not a party to this Agreement in connection with the performance of this Project, without its express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by the Grantor or FTA to such contractors or subcontractor(s). The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to this provision.

F. Grantee's Responsibility for Compliance. Irrespective of the participation of other parties or the subcontracting of work on the Project by the Grantee, the Grantee shall continue to remain responsible to the Grantor and FTA for compliance with all federal and state requirements, including but not limited to applicable statutes, regulations, executive orders, and/or the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), or the Grant Agreement.

PROCUREMENT

A. Contracts. All contracts for goods, property and services exceeding \$10,000 must be approved by the Grantor prior to the Grantee executing or obligating itself to such contracts, unless otherwise specifically agreed to by the Grantor in writing. Any such contract or subcontract approved by the Grantor shall contain all of the contract clauses provided pursuant to this Agreement and conform to the requirements of FTA Circular 4220.1E, "Third-party Contracting Requirements" November 1, 2008, and any later revisions thereto, and 49 CFR § 18.36 or at 49 CFR §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third-party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open, and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

B. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. § 5323(h).

C. Award to Other Than the Lowest Bidder. In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third-party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementing regulations that FTA may issue.

D. Award to Responsive and Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third-party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

1. The third-party contractor's integrity;
2. The third-party contractor's compliance with public policy;
3. The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
4. The third-party contractor's financial and technical resources.

E. Force Account. FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

F. Capital Leases. To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639 and any revision thereto and state capital leasing guidelines.

G. Buy America. Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in **PART THREE** below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

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H. Cargo Preference. Use of United States Flag Vessels - To the extent applicable, the Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement.

I. Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

J. Bus Testing. To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665 and any amendments to those regulations that may be promulgated.

K. Geographic Restrictions. The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

L. Third-party Disputes or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third-party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Grantor's immunity to suit.

M. Fly America. The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B 138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

N. Relocation and Land Acquisition. The Grantee agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq., and U.S. DOT regulations "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24.

O. Steel Products. The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

P. National Intelligent Transportation Systems (ITS) Architecture and Standards. To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001 and any subsequent further implementing directives.

Q. Electronic and Information Technology. To the extent applicable, the Grantee agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or

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information technology capable of assuring that, when provided to the Government will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794(d) and U.S.A. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

ACCOUNTING, RECORDS, AND ACCESS

A. Project Accounts. The Grantee shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("Project Account") in conformity with requirements established by the Grantor.

B. Funds Received or Made Available for the Project. The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Grant payments received by it from the Grantor pursuant to this Contract and all other funds provided for, or otherwise received on account of the Project, which Grantor payments and other funds are herein collectively referred to as "Project Funds."

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by state law for the security of public funds or as approved by FTA.

C. Eligible Costs. Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all the requirements set forth below. They must:

1. be made in conformance with the final, approved application and the Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
5. be incurred (and be for work performed) after the date of this Agreement, unless specific authorization from the Grantor to the contrary is received;
6. be in conformance with the standards for allowability of costs established by the Grantor.
7. be satisfactorily documented; and,
8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee; and those approved or prescribed by the Grantee for its contractors.

D. Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

E. Checks, Orders, and Vouchers. Any check or order drawn by the Grantee with respect to any item, which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed

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voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

F. Audit and Inspection. Pursuant to “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books, records, and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(a). The Grantor may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

G. Access to Records of Grantees. The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the state, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

H. Unused Funds. The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to de-obligate unspent funds.

I. Reporting. At a minimum, the Grantee agrees to provide those reports required by the Grantor or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time.

PROJECT CLOSEOUT

Upon receipt of notice of successful completion of the Project or upon termination by the Grantor, the Grantor shall perform a final audit of the Project to determine the allowability of costs incurred and shall make settlement of the Grant described in this Agreement. If the Grantor has made payment to the Grantee in excess of the total amount of such Grant as determined by final audit, the Grantee shall promptly remit such excess to the Grantor. The Project close-out occurs when the Grantor notifies the Grantee and forwards the final Grant payment as determined by final audit, or when an appropriate refund of Grant funds as determined by final audit has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.

INSURANCE

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Grantee from any claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations, actions, and/or inactions

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hereunder by the Grantee, or by anyone directly or indirectly employed by or associated with the Grantee, and the Grantee shall furnish the Grantor with certificate(s) evidencing all such required insurance coverage, with the Government named as an additional insured and protected party, where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

SCHOOL BUS AND CHARTER SERVICES OPERATIONS

A. School Bus Operations. Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.

B. Charter Bus Operations. Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

C. The Grantee agrees not to engage in either school bus or charter operations and has further signed the certification included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

GRANTEE'S PROGRAM SPECIFIC WARRANTIES

The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

A. An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor.

Agreement No. TS-22-344

PART THREE ATTACHMENT ONE

Uniform Budget

State of Illinois -- Uniform Budget Template -- General Instructions

This form is used to apply to individual State of Illinois discretionary grant programs. If the applicant organization is eligible to apply for 3 years of funding, it should provide the budget information for each year of the multi-year funding request. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” cited within these instructions.

You must consult with your Business Office prior to submitting this form for any restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template..

Section A – Budget Summary

STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should only complete the column under “Year 1.” Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Lines 1-17, columns (Year 1 -Year 3; if applicable): For each project year for which funding is requested, show the total amount requested for each applicable budget category.

Lines 1-17, “TOTAL” Column: Show the multi-year total for each budget category. If funding is requested for only one project year, leave this column blank.

Line 18, columns (Year 1 – Year 3; if applicable): Show the total budget request for each project year for which funding is requested.

Line 18, “TOTAL” Column: Show the total amount requested for all project years. If funding is requested for only one year, leave this space blank.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant’s Business Office)*. If the applicant is requesting reimbursement for indirect costs on line 17, the applicant’s Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois’ Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. Note the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-17 of Section B.

Lines 1-17, columns (Year 1- Year 3; if applicable): For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Lines 1-17, “TOTAL” Column: Show the multi-year total for each budget category. If non-Federal contributions are provided for only one year, leave this column blank.

Line 18, columns (Year 1-Year 3; if applicable): Show the total matching or other contribution for each project year.

Line 18, “TOTAL” Column: Show the total amount to be contributed for all years of the multi-year project. If non-Federal contributions are provided for only one year, leave this space blank.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

[End General Instructions]

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Illinois Department of Transportation
Organization Name: City of Galesburg	UEI# X5FADJ8N4NL9	NOFO# 1136-2109
CFSA Number: 494-80-1136 and 494-80-1137	CSFA Description: Transit Federal and State Tech Studies	Fiscal Year(s): FY23, FY 24, and FY25

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

SECTION A -- STATE OF ILLINOIS FUNDS

Revenues	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>TOTAL</u>
(a). State of Illinois Grant Amount Requested	\$ 75,000	\$ 75,000	\$ -	\$ 150,000

BUDGET SUMMARY STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>TOTAL</u>
1. Personnel (Salaries & Wages) 200.430	\$ -	\$ -	\$ -	\$ -
2. Fringe Benefits 200.431	\$ -	\$ -	\$ -	\$ -
3. Travel 200.474	\$ -	\$ -	\$ -	\$ -
4. Equipment 200.439	\$ -	\$ -	\$ -	\$ -
5. Supplies 200.94	\$ -	\$ -	\$ -	\$ -
6. Contractual Services (200.318) & Subawards (200.92)	\$ -	\$ -	\$ -	\$ -
7. Consultant (Professional Services) 200.459	\$ 75,000	\$ 75,000	\$ -	\$ 150,000
8. Construction	\$ -	\$ -	\$ -	\$ -
9. Occupancy (Rent & Utilities) 200.465	\$ -	\$ -	\$ -	\$ -
10. Research & Development (R&D) 200.87	\$ -	\$ -	\$ -	\$ -
11. Telecommunications	\$ -	\$ -	\$ -	\$ -
12. Training & Education 200.472	\$ -	\$ -	\$ -	\$ -
13. Direct Administrative costs 200.413	\$ -	\$ -	\$ -	\$ -
14. Miscellaneous Costs	\$ -	\$ -	\$ -	\$ -
15. A. <u>Grant Exclusive Line Item(s)</u>	\$ -	\$ -	\$ -	\$ -
B. <u>Grant Exclusive Line Item(s)</u>	\$ -	\$ -	\$ -	\$ -
16. Total Direct Costs (lines 1-15) 200.413	\$ -	\$ -	\$ -	\$ -
17. Indirect Costs* (see below) 200.414	\$ -	\$ -	\$ -	\$ -
Rate: _____ % Base: _____				
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 75,000	\$ 75,000	\$ -	\$ 150,000

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.**
B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

- 4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
 _____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
 _____ Complies with other statutory policies (*please specify*):
 The Restricted Indirect Cost Rate is _____ %

- 5) ☒ No reimbursement of Indirect Cost is being requested. (*Please consult your program office regarding possible match requirements*)

**Basic Negotiated Indirect Cost Rate Agreement information
if Option (1) or (2a) is selected**

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
 Approving Federal/State agency (*please specify*): _____
 The Indirect Cost Rate is _____ % The Distribution Base is: _____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	AGENCY: State of Illinois
Organization Name: City of Galesburg	UEI# X5FADJ8N4NL9	NOFO# 1136-2109
CSFA Number: 494-80-1136 and 494-80-1137	CSFA Description: Transit Federal and State Tech Studies	Fiscal Year(s): FY23, FY24, and FY25

If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category on lines 1-17 of Section B. **Please read all instructions before completing form.**

SECTION B -- NON STATE OF ILLINOIS FUNDS

Program Revenues	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>TOTAL</u>
Grantee Match Requirement _____ % <i>(Agency to populate)</i>				
(b). -Cash	\$ -	\$ -	\$ -	\$ -
(c). -Non-cash	\$ -	\$ -	\$ -	\$ -
(d). Other Funding & Contributions	\$ -	\$ -	\$ -	\$ -
<u>NON-STATE Funds Total</u>	\$ -	\$ -	\$ -	\$ -

BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>TOTAL</u>
1. Personnel (Salaries & Wages) 200.430	\$ -	\$ -		\$ -
2. Fringe Benefits 200.431	\$ -	\$ -	\$ -	\$ -
3. Travel 200.474	\$ -	\$ -	\$ -	\$ -
4. Equipment 200.439	\$ -	\$ -	\$ -	\$ -
5. Supplies 200.94	\$ -	\$ -	\$ -	\$ -
6. Contractual Services (200.318) & Subawards (200.92)	\$ -	\$ -	\$ -	\$ -
7. Consultant (Professional Services) 200.459	\$ -	\$ -	\$ -	\$ -
8. Construction	\$ -	\$ -	\$ -	\$ -
9. Occupancy (Rent & Utilities) 200.465	\$ -	\$ -	\$ -	\$ -
10. Research & Development (R&D) 200.87	\$ -	\$ -	\$ -	\$ -
11. Telecommunications	\$ -	\$ -	\$ -	\$ -
12. Training & Education 200.472	\$ -	\$ -	\$ -	\$ -
13. Direct Administrative costs 200.413	\$ -	\$ -	\$ -	\$ -
14. Miscellaneous Costs	\$ -	\$ -	\$ -	\$ -
15. A. Grant Exclusive Line Item(s)	\$ -	\$ -	\$ -	\$ -
B. Grant Exclusive Line Item(s)	\$ -	\$ -	\$ -	\$ -
16. Total Direct Costs (lines 1-15) 200.413	\$ -	\$ -	\$ -	\$ -
17. Indirect Costs 200.414	\$ -	\$ -	\$ -	\$ -
Rate: _____ % Base: _____				
18. Total Costs NON-STATE Funds (lines 16 and 17)	\$ -	\$ -	\$ -	\$ -

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Illinois Department of Transportation
Organization Name: City of Galesburg	CSFA Description: Transit Federal and State Tech Studies	NOFO# 1136-2109
CSFA Number: 494-80-1136 and 494-80-1137	UEI# X5FADJ8N4NL9	Fiscal Year(s): FY23, FY24, and FY25

(2 CFR 200.415)

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Galesburg, IL
Institution/Organization

Signature

Gloria Osborn

Title
Director of Finance

Date of Execution

City of Galesburg, IL
Institution/Organization

Signature

Peter Schwartzman

Title
Mayor

Date of Execution

Note: The State awarding agency may change required signers based on the grantee’s organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

FFATA Data Collection Form (if needed by agency)

Under FFATA, all subrecipients who receive \$25,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable			
Subrecipient UEI: X5FADJ8N4NL9			
Subrecipient Parent Company UEI:			
Subrecipient Name: City of Galesburg			
Subrecipient DBA Name:			
Subrecipient Address: 55 W. Tompkins Street			
City: Galesburg	State: Illinois	Zip: 61401	Congressional District: 17
Subrecipient Principal Place of Performance: 55 W. Tompkins Street			
City: Galesburg	State: Illinois	Zip: 61401	Congressional District: 17
Contract Number (if known): TS-22-344	Award Amount: \$150,000	Project Period: From: Execution Date To: Two Years from Execution Date	
State of Illinois Awarding Agency and Project Detail Description: The City of Galesburg shall conduct a comprehensive operations analysis that will include route improvements, service expansion, and potential coordination with transit services in Warren County.			
Under certain circumstances, subrecipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
☒ X			
Yes If yes, must answer Q2 below			
☐			
No If no, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
☒ X			
Yes			
☐			
No If no, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:

Section C - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project . Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Computation				Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time	
						\$ -
						\$ -
						\$ -
						<u>\$ -</u>
					<i>State Total</i>	\$ -
						<u>\$ -</u>
					<i>NON-State Total</i>	\$ -

Personnel Narrative (State):

<i>StateTotal</i>	\$	-
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Personnel Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total	\$	-
------------------------	-----------	----------

Total Personnel \$ -

Section C - Budget Worksheet & Narrative

2). Fringe Benefits (2 CFR 200.431)--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position	Computation		Cost
		Base	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
			<i>State Total</i>	\$ -
			<i>NON-State Total</i>	\$ -

Fringe Benefits Narrative (State):

State Total \$ -

Fringe Benefits Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Fringe Benefits \$ -

Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel	Location	Computation					Cost
		Items	Cost Rate	Basis	Quantity	# of Trips	
							\$ -
							\$ -
							\$ -
							\$ -
						<i>State Total</i>	\$ -
							\$ -
						<i>NON-State Total</i>	\$ -

Travel Narrative (State):

StateTotal \$ -

Travel Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Travel \$ -

Section C - Budget Worksheet & Narrative

4). Equipment (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
			\$ -
			\$ -
		<i>State Total</i>	\$ -
			\$ -
		<i>NON-State Total</i>	\$ -

Equipment Narrative (State):

StateTotal \$ -

Equipment Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Equipment \$ -

Section C - Budget Worksheet & Narrative

5). Supplies (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation		Cost
	Quantity/ Duration	Cost	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		<i>State Total</i>	\$ -
			\$ -
		<i>NON-State Total</i>	\$ -

Supplies Narrative (State):

StateTotal \$ -

Supplies Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Supplies \$ -

Section C - Budget Worksheet & Narrative

6). Contractual Services (2 CFR 200.318) & Subawards (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (*See 2 CFR 200.88*). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Name of Organization	Contract or Subaward	Description of Activities	Cost
----------------------	----------------------	---------------------------	------

\$ -

\$ -

\$ -

\$ -

State Total \$ -

\$ -

NON-State Total \$ -

Contractual Services Narrative (State):

StateTotal \$ -

Contractual Services Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Contractual Services \$ -

Section C - Budget Worksheet & Narrative

7). Consultant Services and Expenses (2 CFR 200.459) -- **Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
	Galesburg Comprehensive Transit Study (Year 1)	\$ 75,000			\$ 75,000
	Galesburg Comprehensive Transit Study (Year 2)	\$ 75,000			\$ 75,000
				State Total	\$ 150,000

Consultant Expenses	Location	Computation					Cost
		Items	Cost Rate	Basis	Quantity	# of Trips	
							\$ -
							\$ -
						State Total	\$ -
							\$ -
						NON-State Total	\$ -

Consultant Narrative (State):

The City of Galesburg shall conduct a comprehensive study of transit services in Galesburg. This study shall include possible expansion into other areas of Knox County as well as coordination with Warren County Public Transportation.

StateTotal \$ 150,000

Consultant Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Consultant \$ 150,000

Section C - Budget Worksheet & Narrative

8). Construction-- Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Cost
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EXAMPLES

Consult with Program Office before budgeting Construction costs.	\$	-
<i>State Total</i>	\$	-
<i>NON-State Total</i>	\$	-

Construction Narrative (State):	
<i>StateTotal</i>	\$ -

Construction Narrative (Non-State) i.e. "Match" or "Other Funding"	
<i>NON-State Total</i>	\$ -

Total Construction \$ -

Section C - Budget Worksheet & Narrative

9). **Occupancy -Rent and Utilities** (2 CFR 200.465) -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of time	
					\$ -
					\$ -
					\$ -
				<i>State Total</i>	\$ -
					\$ -
				<i>NON-State Total</i>	\$ -

Occupancy Narrative (State):

StateTotal	\$	-
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Occupancy Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

<i>Total Occupancy</i>	\$	-
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Section C - Budget Worksheet & Narrative

10). Reasearch & Development (R&D) (2 CFR 200.87)-- Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the reasearch and devepment project and an estimate of the costs. NOTE: Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
		\$ -
		<u>\$ -</u>
	State Total	\$ -
		<u>\$ -</u>
	NON-State Total	\$ -

R & D Narrative (State):
StateTotal \$ -

R & D Narrative (Non-State) i.e. "Match" or "Other Funding"
NON-State Total \$ -

Total R & D \$ -

Section C - Budget Worksheet & Narrative

11). **Telecommunications** -- List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of time	
					\$ -
					\$ -
					\$ -
				<i>State Total</i>	\$ -
					\$ -
				<i>NON-State Total</i>	\$ -

Telecommunications Narrative (State):

		<i>StateTotal</i> \$ -	
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Telecommunications Narrative (Non-State) i.e. "Match" or "Other Funding"

Telecommunications Narrative (Non-State) i.e. "Match" or "Other Funding"			
		NON-State Total	\$ -

Total Telecommunications \$ -

Section C - Budget Worksheet & Narrative

12). Training and Education (2 CFR 200.472) -- Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of time	
					\$ -
					\$ -
					\$ -
				State Total	\$ -
					\$ -
				NON-State Total	\$ -
Training & Education Narrative (State):					
					StateTotal \$ -
Training & Education Narrative (Non-State) i.e. "Match" or "Other Funding"					
					NON-State Total \$ -
					Total Training & Education \$ -

Section C - Budget Worksheet & Narrative

13). **Direct Administrative Costs** - (2 CFR 200.413 (c) The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Computation				Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time	
						\$ -
						\$ -
<i>State Total</i>						\$ -
						\$ -
<i>NON-State Total</i>						\$ -

Direct Administrative Narrative (State):
StateTotal \$ -

Direct Administrative Narrative (Non-State) i.e. "Match" or "Other Funding"
NON-State Total \$ -

Total Direct Administrative Costs \$ -

Section C - Budget Worksheet & Narrative

14). Other or Miscellaneous Costs --This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (eg. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of time	
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				State Total	\$ -
					\$ -
				NON-State Total	\$ -

Other Costs Narrative (State):

State Total \$ -

Other Cost Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Other Costs \$ -

Section C - Budget Worksheet & Narrative

15). GRANT EXCLUSIVE LINE ITEM: Costs directly related to the service or activity of the program that is an intergal line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program).

Description	Computation				Cost
	Quantity	Basis	Cost	Length of time	
					\$ -
					\$ -
					\$ -
					\$ -
				<i>State Total</i>	\$ -
					\$ -
				<i>NON-State Total</i>	\$ -

<u>GRANT EXCLUSIVE LINE ITEM</u>		Narrative (State):

<i>StateTotal</i>	\$	-
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GRANT EXCLUSIVE LINE ITEM	Narrative (Non-State) i.e. "Match" or "Other Funding"

<i>NON-State Total</i>	\$	-
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Total GRANT EXCLUSIVE LINE ITEM \$ -

Section C - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Computation		Cost
	Base	Rate	
			\$ -
			\$ -
		<i>State Total</i>	\$ -
			\$ -
		<i>NON-State Total</i>	\$ -

Indirect Cost Narrative (State):

State Total \$ -

Indirect Cost Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Indirect Costs \$ -

Section C - Budget Worksheet & Narrative

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>State</i>	<i>NON-State</i>	<i>Total</i>
<i>1. Personnel</i>	\$ -	\$ -	-
<i>2. Fringe Benefits</i>	\$ -	\$ -	-
<i>3. Travel</i>	\$ -	\$ -	-
<i>4. Equipment</i>	\$ -	\$ -	-
<i>5. Supplies</i>	\$ -	\$ -	-
<i>6. Contractual Services</i>	\$ -	\$ -	-
<i>7. Consultant (Professional Services)</i>	\$ 150,000	\$ -	150,000
<i>8. Construction</i>	\$ -	\$ -	-
<i>9. Occupancy (Rent & Utilities)</i>	\$ -	\$ -	-
<i>10. Research & Development (R&D)</i>	\$ -	\$ -	-
<i>11. Telecommunications</i>	\$ -	\$ -	-
<i>12. Training & Education</i>	\$ -	\$ -	-
<i>13. Direct Administrative Costs</i>	\$ -	\$ -	-
<i>14. Other or Misc. Costs</i>	\$ -	\$ -	-
<i>15. GRANT EXCLUSIVE LINE ITEM</i>	\$ -	\$ -	-
<i>16. Indirect Costs</i>	\$ -	\$ -	-
 <i>State Request</i>	 \$ 150,000		
 <i>Non-State Amount</i>		 \$ -	
TOTAL PROJECT COSTS		\$	150,000

Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Illinois Department of Transportation
Organization Name: City of Galesburg	CSFA Description: Federal and State Tech Studies	NOFO# 1136-2109
CSFA Number: 494-80-1136 and 494-80-1137	UEI# X5FADJ8N4NL9	Fiscal Year(s): FY23, FY24, and FY25

Final Budget Amount Approved

Program Approval Signature

Date

Fiscal & Administrative Approval
Signature

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval
Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Consultant Engineering Services for material testing for Asphalt and Concrete for Calendar Year 2023.

SUMMARY RECOMMENDATION: Bruner Cooper & Zuck Inc. and Geotechnics for Construction Materials Testing Program for 2023.

BACKGROUND: Material testing and inspection of concrete plants and asphalt plants are a required aspect of the inspection of public works projects. While City forces do some of the testing, the City does not have the required testing equipment or training to perform the tasks listed below. The exact amount of work that will be completed by consultants depends on the actual progress of contractors and the scope of the work being done. The consultants' proposals are in unit costs to allow a means for comparison on the most frequently required tests. Quotes this year were received from Geotechnics and Bruner Cooper & Zuck. All quotes were very close in pricing with most fees at the same cost as the 2022 construction season. In previous years, the testing companies have not always had personnel available when they are needed. Since the cost of all firms is approximately the same factoring in location, it is recommended to award this work to all firms and use whichever firm is available to perform the testing on the various projects when needed and the lowest cost firm available will be used.

BUDGET IMPACT: The City Gas Tax 2023 budget includes funds up to \$20,000.00 for this work (Fund 014-51000).

SUPPORTING DOCUMENTS:

Proposals from Geotechnics and Bruner Cooper & Zuck

CONSTRUCTION MATERIALS TESTING PRICES			
Equipment and Materials	Unit	Geotechnics Galesburg,	BCZ Galesburg
Asphalt Plant Inspection & Proportioning (1 or 2 times/year avg.)	Day	N/A	N/A
Portland Cement Concrete Batch Plant Inspection & Proportioning (15 to 20 times/year avg.)	Day	\$275	\$300
Unconfined compression tests of standard cylinders (125+ avg.)	Each	\$11.00	\$12.00
Field Density Testing at the project site of in-situ soils structural fill and asphalt materials including processed reports of results. (5 - 10 times/yr. avg.)	Hour	\$70	\$80
Standard Proctor tests for soil (5-10 times/yr. avg.)	Each	\$160	\$170

Bruner, Cooper & Zuck Inc.



Engineers • Architects • Land Surveyors

January 09, 2023

Mr. Aaron Gavin, City Engineer
City Hall
55 West Tompkins Street
Galesburg, Illinois 61401

Subject: Proposal for Material Testing Services
Galesburg, Illinois

Dear Mr. Gavin:

Thank you for contacting our firm regarding material testing services required for various projects for the City. We are certainly interested in providing material testing services, and we are pleased to present this proposal of \$12.00 each, for the unconfined compression tests of standard cylinders. We propose \$300 a day for Portland Cement Concrete plant inspection & proportioning. We propose \$80 per hour for field density testing at the project site of in-situ soils structural fill and bituminous materials, including processed reports of results. We also propose \$170 each for standard proctor tests for soil. We respectfully decline to provide a proposal for the asphalt plant inspection & proportioning.

Thank you again for the opportunity to submit this proposal, and please feel free to contact that undersigned with any questions or comments that you may have.

Sincerely,

BRUNER, COOPER & ZUCK, INC.

Kevan J. Cooper, P.E., P.L.S.

tlg



Construction Materials Testing

MAKE BRUNER, COOPER & ZUCK YOUR FIRST CHOICE FOR MATERIALS TESTING WITH QUALITY AND PRECISION

Our employees are trained and certified and BCZ supports a program of maintenance and calibration to ensure accurate construction testing. We utilize the very latest equipment calibrated to consistently meet required standards and regulations. BCZ provides the knowledge, manpower and modern equipment to ensure your next project is completed in a timely manner with the highest quality available.

All testing services are performed according to customer requirements and our own thorough procedures. Details about the services performed are clearly and concisely documented in easy to interpret testing and analysis reports.

IDOT Certified Materials Testing Lab

- Slump, Air Content, Temperature
- Unconfined Compression
- Concrete Flexural Testing of Beams
- Standard Proctor for Soils and Rock
- Soil Penetrometer for Foundations
- Nuclear Density
- Aggregate Gradation Evaluations
- Flexural Strength



Bruner, Cooper & Zuck
Engineers | Architects | Land Surveyors

Materials Testing Locations ► ► ►

188 East Simmons Street
Galesburg, IL 61401
(309) 343-9282

309 N. 3rd Street
Burlington, IA 52601
(319) 752-9282

835 Golden Valley Drive
Bettendorf, IA 52722
(563) 355-1856

www.bczengineering.com

GEOTECHNICS

Soil & Material Testing

A DIVISION OF KLINGNER

49 N. Prairie Street • Galesburg, IL 61401 • voice 309.343.1268 • fax 309.341.3781

January 6, 2023

Mr. Aaron Gavin
City of Galesburg
55 W. Tompkins Street
Galesburg, Illinois 61401

RE: Inspection and Testing - Miscellaneous Projects – 2023
City of Galesburg

Dear Mr. Gavin:

Geotechnics appreciates the opportunity to provide you with this proposal to perform construction materials testing services for the 2023 construction season. Please see the attached page for services and pricing.

I would be happy to discuss this proposal and provide additional information upon request. As always, if you have any questions please do not hesitate to contact us.

Respectfully submitted,

GEOTECHNICS



Mark C. Lee, P.E.
Regional Office Manager

Enclosure: Fee Schedule
Hourly Rates
General Terms and Conditions (2 pages)

2023 PROPOSED SERVICES AND FEE SCHEDULE

We are able to provide the following material testing services as well as many others not specifically noted herein:

1. Unconfined compression tests of standard 6"x12" or 4"x8" concrete cylinders at our Galesburg lab (molded by Klingner or others)._____ **\$11.00/each**
2. Concrete cylinders held at our Galesburg lab, but not compression tested. __ **\$10.00/each**
3. Concrete cylinder molds. _____ **\$2.00/each**
4. Cast-in-Place Concrete Testing: slump, air content, and temperature, as well as casting test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval. _____ **Hourly Rates**
5. Portland Cement Concrete Batch Plant inspection and proportioning. _____ **\$275.00/each**
6. Percent density tests of cored bituminous concrete samples and preparation of IDOT Bituminous Core reports. _____ **\$50.00/each**
7. Standard Proctor tests including sample preparation. _____ **\$160.00/each**
8. Grout Prisms (ASTM C109). _____ **\$35.00/each**
9. Field Density Testing _____ **\$70/Hour**

SCHEDULE OF HOURLY RATES (GEOTECHNICAL)
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical	\$76.00
T-1 Technician I	\$64.00
T-2 Technician II	\$72.00
T-3 Technician III	\$84.00
T-4 Technician IV	\$98.00
T-5 Technician V	\$121.00
T-6 Technical Supervisor	\$124.00
A-1 Administrative Aide	\$60.00
A-2 Administrative Assistant	\$76.00
A-3 Administrative Manager	\$86.00
A-4 General Manager	\$97.00
P-1 Assistant Engineer/Architect/Surveyor/Planner	\$93.00
P-2 Intern Engineer/Architect/Surveyor/Planner	\$108.00
P-3 Engineer/Architect/Surveyor/Planner	\$113.00
P-4 Project Engineer/Architect/Surveyor/Planner	\$121.00
P-5 Senior Engineer/Architect/Surveyor/Planner	\$137.00
P-6 Proj./Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner	\$175.00
P-7 Director of Engineering/Architecture/Surveying/Planning	\$199.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning ...	\$207.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,200.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (may adjust due to fuel fluctuations)	\$ 0.625 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc)	At Cost + 15%
Computer Aided Design/Drafting	\$ 17.00 per Hour
Global Positioning & Robotic Survey Equipment	\$ 30.00 per Hour
3D Scanner	\$220.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging	At Cost
Special Consultants	At Cost + 15%
Non-reusable Supplies	At Cost + 15%

LABOR RATE effective 07-01-22
Geotechnical

GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

CHANGE ORDERS: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment of invoice is due within fifteen (15) calendar days from the date invoiced. If not paid within thirty (30) calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. If Client chooses to make payment by credit card, a five percent (5%) fee will be added to the invoice amount. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Approve updated zoning map.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend the City Council approve the updated zoning map.

BACKGROUND: Per ILCS 65/11-13-19 the City Council shall approve an updated zoning map prior to March 31st of each year that shows all existing zoning uses, divisions and classifications and includes all changes from the preceding calendar year. All of the zoning related changes approved by the City Council during 2022 have been made to the zoning map. A copy of the revised map is attached for your approval.

Approved changes made during the 2022 calendar year (January 1, 2022 thru December 31, 2022) are as follows:

Zoning amendments:

- 99-15-233-013, 239 S Cherry St, Council approved 3/21/22 to amend from Multi Family R3A to Central Business B3.
- 99-23-103-036 (partial) 550 E Fifth St, Council approved 4/18/22 to amend from (I) Institutional to (R1B) Single Family.
- 99-10-228-026 1156 N Seminary St, Council approved 8/15/22 to amend from (R1B) Single Family to (B1) Neighborhood Business.

Subdivisions:

- Minor Plat of the White's Acres Extension 1, located on Angling Rd (Knox County). The end result was 3 lots. Council approved 11/7/22, recorded 11/30/22 as document #1083666.

BUDGET IMPACT: There is no anticipated budget impact.

SUPPORTING DOCUMENTS:

1. 2023 Zoning Map

City of Galesburg, Illinois
Legend and Summary of Zoning Regulations

Symbol	District	Minimum Setback – Ft.			Minimum Lot Width – Ft.	Minimum Lot Area – Sq. Ft.	Minimum Lot Area per Family – Sq. Ft.			Maximum Height (Feet)
		Front	Each Side	Rear			Single Family	Two Family	Multiple Dwellings	
AG	Agriculture	75'	50'	50'	500'	435,600 (10 acres)	435,600 (10 acres)	1	1	35'
B1	Neighborhood Business	20'	10'	20'	NONE	NONE	7,500	1	1	35'
B2	General Business	10'	10'	10'	NONE	NONE	7,500	1	1	45'
B3	Central Business	10'	10'	10'	NONE	NONE	10	1	NONE	100'
CPD	Comprehensive Planned Development	SEE ORDINANCE FOR PERMITTED USES, REGULATIONS AND PROCEDURES								
ER	Estate Residential	30'	10'	30'	150' 100' 80'	43,560 20,000 18,000	18,000	1	1	35'
I	Institutional	20'	10'	20'	50'	7,500	1	1	1	72'
M1	Light Industrial	10'	10'	10'	NONE	NONE	1	1	1	45'
M2	Heavy Industrial	10'	10'	10'	NONE	NONE	1	1	1	100'
O	Office	25'	5'	25'	50'	6,000	1	1	1	35'
R1A	Single Family	30'	10'	30'	70'	9,000	9,000	1	1	35'
R1B	Single Family	25'	5'	25'	60'	7,500	7,500	1	1	35'
R1C	Single Family Attached	30'	10'	30'	50'	6,000	6,000	1	1	35'
R2	Two Family	25'	5'	25'	60'	7,500	7,500	3,750	1	35'
R3A	Multiple Family	20'	5'	25'	50'	6,000	6,000	3,000	2,000	45'
R3B	Multiple Family	20'	5'	25'	50'	6,000	6,000	3,000	1,500	45'

- 1 NO PUBLIC WATER OR PUBLIC SEWER SERVICE AVAILABLE
- 2 PUBLIC WATER AVAILABLE, BUT NO PUBLIC SEWER AVAILABLE
- 3 PUBLIC WATER AND PUBLIC SEWER SERVICE AVAILABLE
- 4 NOT PERMITTED IN THIS DISTRICT
- 5 WHEN ADJACENT TO "R" DISTRICT BUILDING SET BACK ONE FOOT FOR EACH SEVEN FEET OF BUILDING HEIGHT
- 6 IF SET BACK IS PROVIDED WHERE NOT REQUIRED, IT MUST BE AT LEAST 5 FEET WIDE
- 7 3,000 SQUARE FEET PER DWELLING FOR ATTACHED SINGLE FAMILY DWELLINGS NOT TO EXCEED MORE THAN THREE DWELLINGS IN A BUILDING
- 8 ONLY MULTI-FAMILY DWELLINGS OWNED AND/OR ASSOCIATED WITH CARL SANDBURG COLLEGE OR KNOX COLLEGE ALLOWED
- 9 SINGLE FAMILY DWELLINGS SHALL HAVE A MINIMUM LOT WIDTH OF 60 FEET
- 10 ONLY ALLOWED ON SECOND STORY OR ABOVE
- 11 ONLY ALLOWED FOR RESIDENT WATCHMEN AND CARETAKER EMPLOYED ON THE PREMISES

SEE TEXT OF ORDINANCE FOR SPECIFIC REGULATIONS, VARIATIONS AND EXCEPTIONS



DATE OF REVISION	REVISED BY	DATE APPROVED BY CITY COUNCIL
January 9, 2023	CITY ENGINEERING DIVISION	February 6, 2023

Accounts Payable

Transactions by Account

User: shelms
 Printed: 02/01/2023 - 10:22AM
 Batch: 00006.02.2023



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	66Degrees, LLC	2023 Google Workspace renewal - Township Portion	02/01/2023	1,611.15	0000092364
001-0000-10407-00	66Degrees, LLC	2023 Google Workspace renewal - Elections Portion	02/01/2023	322.84	0000092364
001-0000-10407-00	66Degrees, LLC	2023 Google Workspace renewal - Sheriff Portion	02/01/2023	12,364.15	0000092364
001-0000-10407-00	Fire Pension	Refund Overpayment for J.Jordon death Certificate to the City	02/01/2023	29.00	
001-0000-10701-00	66Degrees, LLC	1/24 to 2/24 Google Workspace renewal - Dispatch Portion 550-55	02/01/2023	458.11	0000092364
001-0000-10701-00	66Degrees, LLC	1/24 to 2/24 Google Workspace renewal - Paratransit Portion 207-	02/01/2023	51.35	0000092364
001-0000-10701-00	66Degrees, LLC	1/24 to 2/24 Google Workspace renewal - City Portion 207-55800	02/01/2023	6,166.23	0000092364
001-0000-10701-00	66Degrees, LLC	1/24 to 2/24 Google Workspace renewal - Fixed Transit Portion 37	02/01/2023	101.89	0000092364
001-0000-10801-00	Advance Auto Parts	Oil Filters	02/01/2023	20.96	
001-0000-10801-00	Advance Auto Parts	Fuel Filter's	02/01/2023	5.24	
001-0000-10801-00	Advance Auto Parts	Wiper Blades	02/01/2023	40.17	
001-0000-10801-00	Advance Auto Parts	Wiper Blades	02/01/2023	28.12	
001-0000-10801-00	Interstate Battery Systems of Central	Batteries	02/01/2023	265.90	
001-0000-10801-00	Map Automotive of Peoria	Batteries	02/01/2023	109.33	
001-0000-10801-00	Map Automotive of Peoria	Batteries	02/01/2023	218.66	
001-0000-10801-00	Mutual Wheel Co., Inc.	Top Light's	02/01/2023	294.00	
001-0000-10801-00	Koenig Body & Equipment, Inc.	Spreader Lights	02/01/2023	105.70	
001-0000-10802-00	Herr Petroleum Corp	7004 Gal N/L ETH	02/01/2023	19,306.13	0000092355
001-0000-20101-00	BOXCAR EXPRESS	5/22 Overpayment on Taxes	12/31/2022	3.00	
001-0000-20101-00	CALICO CAT A GIFT BOUTIQUE	11/21 Overpayment on Taxes	12/31/2022	1.66	
001-0000-20101-00	CALICO CAT A GIFT BOUTIQUE	02/22 Overpayment on Taxes	12/31/2022	0.31	
001-0000-20101-00	THE CARRIAGE HOUSE LLC	10/22 Overpayment of Taxes	12/31/2022	10.93	
001-0000-20101-00	IRON SPIKE BREWING CO, LLC	10/22 Overpayment on Taxes	12/31/2022	26.68	
001-0000-20101-00	THE STORE UNLIMITED LLC	07/22 Overpayment on Taxes	12/31/2022	2.38	
001-0000-20101-00	KOREANA RESTAURANT	11/22 Overpayment on Taxes	12/31/2022	6.67	
001-0000-20101-00	THE SILVER FRONT INC	06/22 Overpayment on Taxes	12/31/2022	11.13	
001-0000-36010-00	Phil Britt	Refund Building Permit Fees - 2215 S Henderson St	12/31/2022	345.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				41,906.69	
001-0110-61000-00	Office Specialists, Inc.	Copy Paper	02/01/2023	46.99	
Subtotal for Divison: 0110				46.99	
001-0115-51000-00	Knox County Recorders Office	12/22 Laredo	12/31/2022	20.45	
001-0115-61000-00	Office Specialists, Inc.	Labels, Folder	02/01/2023	78.74	
001-0115-61000-00	Petty Cash - City Clerk	Pet Supplies Plus - Pet Tags	12/31/2022	53.94	
001-0115-61000-00	Office Specialists, Inc.	Binder	02/01/2023	8.45	
Subtotal for Divison: 0115				161.58	
001-0120-56506-00	Flexible Benefit Service LLC	12/22 Services	12/31/2022	75.00	
Subtotal for Divison: 0120				75.00	
001-0145-51010-00	Barash & Everett, LLC	12/22 Legal Services Acct#30734-000D	02/01/2023	8,893.09	
001-0145-51010-00	Statham & Long, LLC	11/22-12/22 - Adjudication	12/31/2022	324.00	
Subtotal for Divison: 0145				9,217.09	
001-0160-51000-00	Credit Collection Partners	12/22 Service	12/31/2022	31.25	
001-0160-51300-00	Petty Cash - City Clerk	Knox county Records - Recording Fees	12/31/2022	126.00	
001-0160-55800-00	Revize, LLC	23 - Annual Hosting/Maintenance	02/01/2023	3,900.00	
001-0160-59520-00	Zakary Warfield	01/23 - Stipend - Youth Commission Meeting	02/01/2023	30.00	
001-0160-59520-00	Precious Dortch	01/23 Stipened for attending Youth Commission	02/01/2023	30.00	
001-0160-59520-00	Eciel Burns	01/23 - Stipened for Youth Commission Meeting	02/01/2023	30.00	
001-0160-59521-00	Knox County Humane Society	02/23 Animal Control Contract	02/01/2023	19,510.00	0000092161
Subtotal for Divison: 0160				23,657.25	
001-0205-51000-00	Great Eastern Mgmt., Inc.	International Bank of Chicago	12/31/2022	235.00	
001-0205-51000-00	US Sterling Capital Corp., Inc.	Grand Savings Bank	02/01/2023	235.00	
Subtotal for Divison: 0205				470.00	
001-0207-55800-00	66Degrees, LLC	03/23 to 12/23 Google Workspace renewal - City Portion	02/01/2023	5,667.69	0000092364
001-0207-55800-00	66Degrees, LLC	03/23 to 12/23 Google Workspace renewal - City Portion	02/01/2023	25,163.48	0000092364
001-0207-61000-00	Office Specialists, Inc.	Mat	02/01/2023	271.25	
Subtotal for Divison: 0207				31,102.42	
001-0305-51500-00	Gatehouse Media	Planning and Zonning, Advertising #858208	12/31/2022	326.34	
Subtotal for Divison: 0305				326.34	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-51000-00	Knox County Records Office	12/22 Laredo	12/31/2022	20.45	
001-0306-55000-00	ILLOWA	Annual Membership Dues ILLOWA Chapter of ICC	02/01/2023	25.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 1409 E Main St	02/01/2023	490.52	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up - 133 Blaine Ave	12/31/2022	404.27	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 1237 Mulberry	02/01/2023	464.77	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 348 E Third	02/01/2023	370.51	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up - 215 S Pearl St	12/31/2022	584.51	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 770 E Third	02/01/2023	572.21	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 650 Monmouth Blvd	02/01/2023	299.27	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up - 1150 W Carl Sandburg Dr	12/31/2022	378.02	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up - 1150 W Carl Sandburg Dr	12/31/2022	596.25	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up - 683 Day St	12/31/2022	299.27	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 133 Locust St	02/01/2023	436.27	
001-0306-55800-00	City Blue Technologies, Llc	12/22 Services Agreement	12/31/2022	131.25	
001-0306-61000-00	Office Specialists, Inc.	Desk Pad	02/01/2023	3.25	
Subtotal for Divison: 0306				5,075.82	
001-0410-51000-00	Knox County Records Office	12/22 Laredo	12/31/2022	20.45	
001-0410-55800-00	City Blue Technologies, Llc	12/22 Services Agreement	12/31/2022	131.25	
001-0410-62500-00	Advance Auto Parts	U-Joint #254	02/01/2023	21.59	
001-0410-62500-00	Advance Auto Parts	Oil filter #254	02/01/2023	2.62	
001-0410-62500-00	Ford of Galesburg	Gasket #254	02/01/2023	12.28	
001-0410-62500-00	Ford of Galesburg	Tailshaft Housing #254	02/01/2023	353.11	
Subtotal for Divison: 0410				541.30	
001-0445-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	9.70	
001-0445-55500-00	Heritage-Crystal Clean, LLC	Com-30 Gal	02/01/2023	454.94	
001-0445-55500-00	Advance Auto Parts	Core Credit	02/01/2023	-22.00	
001-0445-55500-00	Advance Auto Parts	Core Charge #542	02/01/2023	22.00	
001-0445-55500-00	Map Automotive of Peoria	Core Credit	02/01/2023	-11.00	
001-0445-55500-00	Nichols Diesel Service, Inc.	Core Return Credit #506	02/01/2023	-675.00	
001-0445-55500-00	Nichols Diesel Service, Inc.	Core Charge #506	02/01/2023	675.00	
001-0445-55500-00	Map Automotive of Peoria	Core Charge	12/31/2022	1.00	
001-0445-55700-00	Royal Cleaning Services	01/23 Services	02/01/2023	292.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	67.98	
001-0445-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	167.98	
001-0445-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	67.98	

Account Number	Vendor	Description	Date	Amount	PO No
001-0445-62500-00	Ford of Galesburg	Gasket #140	02/01/2023	25.75	
001-0445-62500-00	Ford of Galesburg	Spacer #169	02/01/2023	13.05	
001-0445-62500-00	Advance Auto Parts	Bracket #607	02/01/2023	32.18	
001-0445-62500-00	Advance Auto Parts	Bulb #606	02/01/2023	29.99	
001-0445-62500-00	Advance Auto Parts	U Joint #600	02/01/2023	29.59	
001-0445-62500-00	Advance Auto Parts	Shackle Kit #607	02/01/2023	113.95	
001-0445-62500-00	Advance Auto Parts	Ignition Coil #169	02/01/2023	49.19	
001-0445-62500-00	Advance Auto Parts	Battery #160	02/01/2023	147.39	
001-0445-62500-00	Advance Auto Parts	Oil Filter #160	02/01/2023	2.62	
001-0445-62500-00	Martin, Inc	Bumper's #170	12/31/2022	27.66	
001-0445-62500-00	Napa Auto Parts	Exhaust Bolt #169	02/01/2023	13.43	
001-0445-62500-00	Map Automotive of Peoria	Oxygen Sensor #160	02/01/2023	45.26	
001-0445-62500-00	Napa Auto Parts	Brake Pads #600	02/01/2023	116.67	
001-0445-63000-00	Advance Auto Parts	Thread Sealant	02/01/2023	1.82	
001-0445-63000-00	Certified Laboratories	Lock - Cease Brush Top	12/31/2022	233.66	
001-0445-63000-00	Lawson Products, Inc.	Screws	02/01/2023	41.14	
001-0445-63000-00	Napa Auto Parts	Cable Tie	02/01/2023	23.38	
Subtotal for Divison: 0445				1,997.31	
001-0450-51000-00	Julie Inc	2023 Annual Transmissions	02/01/2023	2,098.38	
001-0450-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	72.74	
001-0450-55500-00	Birkeys Farm Store, Inc	Maintaince of Brake switches #123	02/01/2023	647.98	
001-0450-55500-00	Advance Auto Parts	Core Charge #132	02/01/2023	108.00	
001-0450-55500-00	Advance Auto Parts	Core Credit #132	02/01/2023	-108.00	
001-0450-55700-00	Galesburg Welding, Inc	Lift Brackets	02/01/2023	90.75	
001-0450-55700-00	Four Seasons Pest Control	12/22 Service	12/31/2022	20.00	
001-0450-55700-00	Hornbuckle Heating & Air Condition	Repair of Heaters Street Dept	02/01/2023	1,736.37	
001-0450-61000-00	Office Specialists, Inc.	Copy Paper	02/01/2023	46.99	
001-0450-62500-00	Midstate Manufacturing, Inc.	Hose Assy #115	02/01/2023	94.90	
001-0450-62500-00	Napa Auto Parts	Wheel Speed Sensor #101	02/01/2023	45.35	
001-0450-62500-00	Midstate Manufacturing, Inc.	Hose Assy #115	02/01/2023	51.20	
001-0450-62500-00	Scott Equipment, LLC	Gear Box #114	02/01/2023	228.37	
001-0450-62500-00	Napa Auto Parts	Clutch Kit #140	02/01/2023	426.19	
001-0450-62500-00	Napa Auto Parts	Radiator #101	02/01/2023	242.20	
001-0450-62500-00	Blunier Implement, Inc	Moldboard #102	02/01/2023	774.56	
001-0450-62500-00	Advance Auto Parts	Batteries #132	02/01/2023	399.28	
001-0450-62500-00	Advance Auto Parts	Terminal End #114	02/01/2023	3.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Advance Auto Parts	Plastic Weld #140	02/01/2023	7.62	
001-0450-62500-00	Ford of Galesburg	Cannister #101	02/01/2023	220.91	
001-0450-62500-00	Galesburg Electric, Inc.	Cable #114	02/01/2023	87.55	
001-0450-62500-00	Ford of Galesburg	Boot #140	02/01/2023	35.00	
001-0450-65000-00	Office Specialists, Inc.	Towels	02/01/2023	62.87	
001-0450-65500-00	Lawson Products, Inc.	Washers, Nuts, Screws, Drill Bits	12/31/2022	128.96	
001-0450-65500-00	Galesburg Electric, Inc.	Flashlights for Trucks	12/31/2022	119.97	
001-0450-65500-00	Hotsy Equipment Co	Deteregent, Hose, Orings	02/01/2023	624.10	
001-0450-66500-00	Galesburg Electric, Inc.	Hackzall Blade, Prunning Blade, Grit Blade	12/31/2022	55.33	
Subtotal for Divison: 0450				8,320.57	
001-0505-51000-00	Campion, Barrow & Assoc.	12/22 - 7 Law Enforcement Testing 4 Fire Services Testing	12/31/2022	5,005.00	
001-0505-51000-00	Stephen L Woody	Polygraph Exam	12/31/2022	150.00	
Subtotal for Divison: 0505				5,155.00	
001-0510-51000-00	Bridgeway Training Services	119 lbs of Secure Document Destruction	12/31/2022	23.80	
001-0510-51500-00	Gatehouse Media	Credit on Statment DTD 10/31/22 #20710	12/31/2022	-358.16	
001-0510-52300-00	Ferrellgas Co.	Propane	12/31/2022	110.99	
001-0510-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	4.85	
001-0510-54000-00	Christopher Hootman	12/22 Cell Phone Allowance	12/31/2022	30.00	
001-0510-54000-00	Christopher Hootman	11/22 Cell Phone Allowance	12/31/2022	30.00	
001-0510-55000-00	Quad Cities Council of Police Chiefs	23 Annual Dues and Monthly Meeting Fees -R.Idle	02/01/2023	250.00	
001-0510-55000-00	Quad Cities Council of Police Chiefs	23 Annual Dues and Monthly Meeting Fees -D.Hostens	02/01/2023	250.00	
001-0510-55000-00	IL Public Safety Agency Network	01/23 - 06/23 BULLET/ALECS	02/01/2023	4,674.00	
001-0510-55500-00	Ford of Galesburg	Repair of Vehicle #20	12/31/2022	650.00	
001-0510-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	20.00	
001-0510-61700-00	Supreme Radio Communications, Inc.	Miscrophone, Remote Speaker	02/01/2023	116.80	
001-0510-61700-00	Southern Computer Warehouse	Computer Monitors	02/01/2023	690.50	
001-0510-61700-00	Southern Computer Warehouse	Computer Monitor	02/01/2023	138.10	
001-0510-67500-00	Ray O'Herron Co., Inc.	Body Armor Carrier -K.Winbigler	12/31/2022	651.67	
001-0510-67500-00	Ray O'Herron Co., Inc.	Coats	12/31/2022	385.66	
001-0510-67500-00	Artistic Engraving	Name Bars - Utsinger, Ramirez,Rogers,Meyer,Harlan,Perez	02/01/2023	199.91	
001-0510-69000-00	Accredited Security	Tasers	02/01/2023	1,198.00	
Subtotal for Divison: 0510				9,066.12	
001-0550-51000-00	Select Advantage	12/22 911 Dispatchers Service	12/31/2022	75.00	
001-0550-55800-00	66Degrees, LLC	03/23 to 12/23 Google Workspace renewal - Dispatch Portion	02/01/2023	2,290.56	0000092364
001-0550-61000-00	Office Specialists, Inc.	Desk Calendar Refill, Clipboard	02/01/2023	18.81	

Account Number	Vendor	Description	Date	Amount	PO No
001-0550-61000-00	Office Specialists, Inc.	Counterfit Pen Detector, Sticky Notes	02/01/2023	15.53	
001-0550-61000-00	Office Specialists, Inc.	Calendar Desk Refill	02/01/2023	6.64	
001-0550-61000-00	Office Specialists, Inc.	Copy Paper, Correction pens,Folders,Highliters, Tape,Markers	02/01/2023	429.20	
001-0550-61000-00	Office Specialists, Inc.	Notpads	02/01/2023	97.14	
001-0550-61000-00	Office Specialists, Inc.	Pop up Notes, Post It Notes	02/01/2023	81.32	
Subtotal for Divison: 0550				3,014.20	
001-0605-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	101.84	
001-0605-54500-00	UnityPoint Methodist CTC	BLS Provider eCard's	02/01/2023	120.00	
001-0605-54500-00	Darrin Clayton	Reimbursement for Motor Vehcile Fire Class Registration	02/01/2023	500.00	
001-0605-55500-00	Getz Fire Equipment Co., Inc.	Annual Extinguisher Servies	12/31/2022	104.90	
001-0605-55500-00	Getz Fire Equipment Co., Inc.	Annual Extinguisher Servies	12/31/2022	60.00	
001-0605-55700-00	Mechanical Service Inc.	Repair of Leak from Toilet	12/31/2022	105.00	
001-0605-55700-00	Four Seasons Pest Control	12/22 Service	12/31/2022	20.00	
001-0605-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	20.00	
001-0605-55800-00	Target Solutions Learning, LLC	Vector Scheduling	02/01/2023	185.40	
001-0605-56000-00	Office Specialists, Inc.	Mats	12/31/2022	462.32	
001-0605-61000-00	Office Specialists, Inc.	Pens	02/01/2023	8.56	
001-0605-61000-00	Office Specialists, Inc.	Binders, Sign Here Flags	12/31/2022	20.16	
001-0605-61000-00	Office Specialists, Inc.	Copy Paper, Markers	12/31/2022	66.64	
001-0605-61000-00	Office Specialists, Inc.	Quad Pads	02/01/2023	30.30	
001-0605-62500-00	Nichols Diesel Service, Inc.	Diaphragm #51	02/01/2023	29.39	
001-0605-62500-00	Mutual Wheel Co., Inc.	Brake Chamber #51	02/01/2023	189.94	
001-0605-62500-00	Advance Auto Parts	Filter Kit #55	02/01/2023	63.16	
001-0605-62500-00	Advance Auto Parts	Air Filter #55	02/01/2023	44.44	
001-0605-62500-00	Ford of Galesburg	Hood Shock #55	02/01/2023	55.84	
001-0605-65000-00	Office Specialists, Inc.	Glass Cleaner,Disinfectant,Dishwash Soap,Towels,Degreaser,Filter	02/01/2023	156.11	
001-0605-65000-00	Office Specialists, Inc.	Toilet Paper	02/01/2023	12.22	
001-0605-65000-00	Office Specialists, Inc.	Disinfectant Spray	02/01/2023	64.41	
001-0605-65000-00	Office Specialists, Inc.	Towels	02/01/2023	23.11	
001-0605-66500-00	Alexis Fire Equipment Co., Inc.	Air Tank	02/01/2023	1,177.26	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt - D.Brackett	12/31/2022	45.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hat , Pants - D.Rideout	02/01/2023	174.99	
001-0605-67500-00	J. Andrew O'Daniel	Safety Toe Boots	12/31/2022	212.41	
001-0605-67500-00	Municipal Emergency Services, Inc	Turnout coats & pants	12/31/2022	23,480.00	0000092362
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts K.Mcgee	12/31/2022	28.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt - D.Clayton	12/31/2022	40.77	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-67500-00	Midwest Uniform Supply, Inc	Hats - T.Brackett	02/01/2023	27.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hat - J.Pedigo	02/01/2023	60.00	
001-0605-67500-00	Ray O'Herron Co., Inc.	Badge Seal, Name Bar, Shirts - Rideout	02/01/2023	95.09	
001-0605-67500-00	Midwest Uniform Supply, Inc	Tshirts - D.Rideout	02/01/2023	72.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pant - D.Brackett	12/31/2022	39.99	
001-0605-67500-00	Ray O'Herron Co., Inc.	Shirts , Name Bar - Bumphrey	02/01/2023	95.08	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Pants - T.Brackett	02/01/2023	124.49	
001-0605-68600-00	Office Specialists, Inc.	Gloves	02/01/2023	74.80	
001-0605-68600-00	Office Specialists, Inc.	Gloves	02/01/2023	148.87	
Subtotal for Divison: 0605				<u>28,339.49</u>	
001-0630-65500-00	Galesburg Communications, Inc.	Replaced Relay in Siren	12/31/2022	155.44	
Subtotal for Divison: 0630				<u>155.44</u>	
Subtotal for Fund 001				<u><u>168,628.61</u></u>	
011-0000-66000-00	Tickle Asphalt Co., Ltd.	High performance patching mix supply for 2023	02/01/2023	1,106.54	0000092329
011-0000-66000-00	Galesburg Builders Supply, Inc.	Additional High performance patching mix for 2022	12/31/2022	2,068.73	0000092088
011-0000-66000-00	Galesburg Builders Supply, Inc.	Additional High performance patching mix for 2022	12/31/2022	1,119.27	0000092088
011-0000-66000-00	Galesburg Builders Supply, Inc.	High performance patching mix for 2022	12/31/2022	75.00	0000092088
011-0000-66000-00	Compass Mineral America, Inc	Salt for the 2022 Winter Season	12/31/2022	4,672.29	0000092301
011-0000-66000-00	Compass Mineral America, Inc	Salt for the 2022 Winter Season	12/31/2022	2,415.10	0000092301
011-0000-66000-00	Compass Mineral America, Inc	Salt for the 2022 Winter Season	12/31/2022	16,439.59	0000092301
011-0000-66000-00	Compass Mineral America, Inc	Salt for the 2022 Winter Season	12/31/2022	9,394.05	0000092301
011-0000-66000-00	Compass Mineral America, Inc	Salt for the 2022 Winter Season	12/31/2022	4,897.73	0000092301
011-0000-66000-00	Tickle Asphalt Co., Ltd.	High performance patching mix supply for 2023	02/01/2023	1,155.34	0000092329
Subtotal for Divison: 0000				<u>43,343.64</u>	
Subtotal for Fund 011				<u><u>43,343.64</u></u>	
013-0000-20103-00	Jahnke and Sons Cont, Inc	Fire Training Tower -Soils Test	02/01/2023	-350.00	0000092266
013-0000-67500-00	Ray O'Herron Co., Inc.	Body Armor K.Winbigler	12/31/2022	411.68	
013-0000-75000-00	Jahnke and Sons Cont, Inc	Fire Training Tower - Soils Test	02/01/2023	3,500.00	0000092266
013-0000-78050-00	Legacy Corporation	South Street Storm Sewer Replacement	02/01/2023	37,548.49	0000092232
013-0000-83100-00	Bruner, Cooper and Zuck, Inc.	Preparation of Bid Documents and Construction Engineering for Ph	12/31/2022	2,698.06	0000092007
Subtotal for Divison: 0000				<u>43,808.23</u>	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 013				<u>43,808.23</u>	
014-0000-64500-00	Lawson Products, Inc.	Sign Bolts	12/31/2022	686.90	
014-0000-64500-00	Lawson Products, Inc.	Misc Sign Hardware	12/31/2022	782.67	
014-0000-64500-00	Republic	Sign Posts	02/01/2023	3,706.80	
014-0000-64500-00	Galesburg Electric, Inc.	Batteries	12/31/2022	43.98	
014-0000-64500-00	Galesburg Electric, Inc.	Return of Battery	02/01/2023	-24.32	
014-0000-64500-00	Grainger, Inc.	Frame	02/01/2023	162.69	
014-0000-66000-00	K-Tech Specialty Coatings Inc	Beet Heet concentrate deicer/salt pre-wetting agent	02/01/2023	8,799.37	0000092347
014-0000-66000-00	Galesburg Electric, Inc.	Materials for Microphone on Camera	12/31/2022	101.00	
Subtotal for Divison: 0000				<u>14,259.09</u>	
Subtotal for Fund 014				<u>14,259.09</u>	
018-0000-62500-00	Centre State International Trucks, Inc	Fitting #112	02/01/2023	14.08	
018-0000-62500-00	Electro-Mechanical Resources, Inc	Bearings #128	02/01/2023	568.36	
018-0000-62500-00	Martin, Inc	Fuel Pump #131	12/31/2022	512.33	
018-0000-62500-00	Nichols Diesel Service, Inc.	Sleeve #112	02/01/2023	31.68	
018-0000-62500-00	Nichols Diesel Service, Inc.	Fuel filter Base #112	02/01/2023	797.85	
Subtotal for Divison: 0000				<u>1,924.30</u>	
Subtotal for Fund 018				<u>1,924.30</u>	
019-0000-10701-00	Johnson Controls Security Solutions	1/24 - Services	02/01/2023	51.89	
Subtotal for Divison: 0000				<u>51.89</u>	
019-1905-51500-00	Knox County Weddings	Lake Storey Pavilion Advertising on Website	02/01/2023	50.00	
019-1905-51500-00	WMOI - FM	12/22 Advertising	12/31/2022	260.00	
019-1905-51500-00	WGIL/WAAG/WLSR, Inc.	12/22 Advertising	12/31/2022	583.00	
019-1905-51500-00	Sebis Direct Inc	12/22 UB Printing Costs - Recreation Water Bill Insert	12/31/2022	383.29	
019-1905-55000-00	Travis Huffman	CDL Renewal T.Huffman	02/01/2023	30.00	
019-1905-55700-00	Johnson Controls Security Solutions	02/23-12/23 Services	02/01/2023	570.87	
019-1905-59528-00	Galesburg Community Foundation	11/22 2% Hotel/Motel Tax	12/31/2022	19,577.23	
019-1905-59537-00	Knox Civic Center Authority	12/22 - 2% Hotel/Motel Taxes	12/31/2022	10,303.79	
Subtotal for Divison: 1905				<u>31,758.18</u>	
019-1910-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	58.19	
019-1910-55700-00	Dowers Roofing, Inc.	Clean Drains, Repair Holes in Explansion Joint/ Seal up Counterf	12/31/2022	1,667.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1910-65000-00	Office Specialists, Inc.	Towels	02/01/2023	101.45	
019-1910-65000-00	Office Specialists, Inc.	Soap, Toilet Brush, Toilet Brush Holder,Air Freshner,Tissue,	02/01/2023	147.20	
Subtotal for Divison: 1910				1,973.84	
019-1911-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	179.42	
019-1911-55700-00	Lambasio, Inc.	Maintance of Slow Drain	02/01/2023	125.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	68.86	
019-1911-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	68.86	
019-1911-65000-00	Office Specialists, Inc.	Misc Cleaning Supplies	02/01/2023	446.17	
Subtotal for Divison: 1911				888.31	
019-1915-51000-00	Klingner & Associates P.C.	905 Maple Ave, Lake Story Slide- Asbestos	12/31/2022	1,242.28	
019-1915-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	67.89	
019-1915-55700-00	Royal Cleaning Services	01/23 Services	02/01/2023	559.00	
019-1915-55700-00	Knox County Landfill	12/22 Service	12/31/2022	107.60	
019-1915-55700-00	J.P. Benbow, Inc.	Maintance of Flame Sensor Bunker LInks	02/01/2023	105.00	
019-1915-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	30.00	
019-1915-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	40.00	
019-1915-55700-00	Johnson Controls Security Solutions	2/23 - 4/23 - Services	02/01/2023	320.53	
019-1915-55700-00	Waste Management, Inc.	12/22 - Services	12/31/2022	848.36	
019-1915-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	57.82	
019-1915-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	57.82	
019-1915-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	57.82	
019-1915-62500-00	Nichols Diesel Service, Inc.	Door Handle #109	02/01/2023	361.71	
019-1915-62500-00	Martin, Inc	Credit to Invoice 1445570	12/31/2022	-83.82	
019-1915-62500-00	Nichols Diesel Service, Inc.	Power Searing Fluid #506	02/01/2023	55.68	
019-1915-62500-00	Nichols Diesel Service, Inc.	Power Stearing Gear #506	02/01/2023	1,419.16	
019-1915-62500-00	Martin, Inc	Control Valve #525	12/31/2022	3,143.00	
019-1915-62500-00	Martin, Inc	Parts Return Credit -Valve's #525	12/31/2022	-1,002.44	
019-1915-62500-00	O'Reilly Auto Parts	Key Stock #518	02/01/2023	14.76	
019-1915-62500-00	Martin, Inc	PTO Shaft #523	12/31/2022	249.32	
019-1915-62500-00	Martin, Inc	Valve #525	12/31/2022	1,062.27	
019-1915-62500-00	Blunier Implement, Inc	Spring #514	02/01/2023	137.76	
019-1915-62500-00	Interstate Battery Systems of Central	Batteries #574	02/01/2023	457.90	
019-1915-62500-00	Advance Auto Parts	Oil Filter #573	02/01/2023	7.49	
019-1915-62500-00	Advance Auto Parts	Oil Filter #542	02/01/2023	2.62	
019-1915-62500-00	Advance Auto Parts	Battery #542	02/01/2023	147.39	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-62500-00	Advance Auto Parts	Head lamp Bulb #542	02/01/2023	8.54	
019-1915-62500-00	Altorfer Inc.	Grommet #507	02/01/2023	122.20	
019-1915-62500-00	Altorfer Inc.	Bracket #507	02/01/2023	37.46	
019-1915-62500-00	Advance Auto Parts	Filter Kit #518	02/01/2023	36.60	
019-1915-62500-00	Altorfer Inc.	Fuel Cap #507	12/31/2022	69.25	
019-1915-62510-00	Herr Petroleum Corp	478.1 Unleaded Ethanol	02/01/2023	1,400.48	0000092349
019-1915-62510-00	Herr Petroleum Corp	125.9 Diesel #1	02/01/2023	555.29	0000092349
019-1915-66000-00	Galesburg Electric, Inc.	Head Light	02/01/2023	24.38	
019-1915-66000-00	Galesburg Electric, Inc.	Recycle Batteries	02/01/2023	9.90	
Subtotal for Divison: 1915				11,731.02	
019-1920-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	19.40	
019-1920-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	20.00	
019-1920-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	39.51	
019-1920-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	39.51	
019-1920-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	39.51	
019-1920-61000-00	Office Specialists, Inc.	Copy Paper, Binders, Pocket Files	02/01/2023	88.10	
019-1920-61000-00	Office Specialists, Inc.	Toner, Markers, Folders	02/01/2023	112.97	
019-1920-64000-00	Wilson Sporting Goods	Golf Balls	02/01/2023	333.60	
019-1920-64300-00	R & R Products, Inc.	Drain Plug,Practice Tee,Sign Stake	02/01/2023	100.90	
019-1920-64300-00	MTI Distributing, Inc	Golf Course Supplies	02/01/2023	1,349.20	
019-1920-65500-00	Van Wall Equipment, Inc.	Screws, Kinfe	02/01/2023	211.63	
019-1920-65500-00	Van Wall Equipment, Inc.	Grease, Blades	12/31/2022	96.75	
019-1920-65500-00	M&M Golf Cars, LLC	Maintance on Golf Carts	02/01/2023	47.01	
019-1920-65500-00	R & R Products, Inc.	Solid Tine, Tine Holder, Turf Hold Down	02/01/2023	990.90	
019-1920-65500-00	Van Wall Equipment, Inc.	Guard	12/31/2022	104.87	
019-1920-65500-00	Van Wall Equipment, Inc.	Part Return	12/31/2022	-132.48	
019-1920-66000-00	Accuproducts International	Misc Golf Course Supplies	02/01/2023	183.16	
019-1920-66500-00	Accuproducts International	Misc Golf Tools	02/01/2023	511.00	
019-1920-66500-00	R & R Products, Inc.	Cup Puller, Nozzle Cleaner, Hose, Nozzle, Washers, Adapters, Swivels	02/01/2023	421.20	
019-1920-66500-00	MTI Distributing, Inc	DU-Whipper	02/01/2023	88.00	
Subtotal for Divison: 1920				4,664.74	
019-1935-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	9.70	
019-1935-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	25.00	
019-1935-55700-00	J.P. Benbow, Inc.	Repair of Ice Machine - Pavillion	02/01/2023	801.25	
019-1935-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	35.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1935-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	237.83	
019-1935-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	237.83	
019-1935-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	237.83	
Subtotal for Divison: 1935				1,584.44	
019-1945-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	14.55	
019-1945-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	20.00	
Subtotal for Divison: 1945				34.55	
019-1950-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	4.85	
Subtotal for Divison: 1950				4.85	
019-1955-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	20.00	
Subtotal for Divison: 1955				20.00	
019-1960-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	14.55	
019-1960-55700-00	Four Seasons Pest Control	01/23 Service	02/01/2023	20.00	
019-1960-55700-00	J.P. Benbow, Inc.	Repair of Leaking Line	02/01/2023	211.86	
019-1960-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions	02/01/2023	511.36	
Subtotal for Divison: 1960				757.77	
019-1965-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	9.70	
019-1965-55700-00	Howe Overhead Doors, Inc.	Repair/Service Rollers and Track E.Linwood Cemetary	02/01/2023	321.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	42.21	
019-1965-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	42.21	
019-1965-57500-00	Aramark Uniform Serv. Inc.	01/23 Services	02/01/2023	42.21	
019-1965-62500-00	Pomp's Tire - Galesburg	Tires #583	02/01/2023	205.50	
Subtotal for Divison: 1965				662.83	
019-1975-55500-00	Pomp's Tire - Galesburg	Tires #106	12/31/2022	654.50	
019-1975-62500-00	Vermeer Sales & Service of Central I	Drive Belt #149	02/01/2023	230.06	
Subtotal for Divison: 1975				884.56	
019-1980-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	300.64	
019-1980-55700-00	Dowers Roofing, Inc.	Seal Counterflashing and Masonry Joints -Auditorium	12/31/2022	2,140.00	
019-1980-55700-00	Dowers Roofing, Inc.	New Flashing on Plumbing Vent Pipes	12/31/2022	1,652.00	
Subtotal for Divison: 1980				4,092.64	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 019				<u>59,109.62</u>	
020-0000-52300-00	West Central FS, Inc	306.6 Gal LP	12/31/2022	705.18	
020-0000-55700-00	J.P. Benbow, Inc.	Airport - Repair of Heat	12/31/2022	111.00	
020-0000-55700-00	J.P. Benbow, Inc.	Repair of Leaks - Airport	02/01/2023	105.00	
Subtotal for Division: 0000				<u>921.18</u>	
Subtotal for Fund 020				<u>921.18</u>	
021-0000-66500-00	MacQueen Emergency	Quick Kick Ram Support Replacement #55	02/01/2023	2,572.75	
021-0000-66500-00	The Public Safety Store	Carcinogen resisant turnout gear bag	02/01/2023	6,030.00	0000092335
Subtotal for Division: 0000				<u>8,602.75</u>	
Subtotal for Fund 021				<u>8,602.75</u>	
023-0000-51000-00	Klingner & Associates, P.C. - Archit	Legal Description & Plat of Dedications	12/31/2022	1,093.75	0000092247
023-0000-55420-00	Klingner & Associates P.C.	820 E Fifth St - Asbestos	12/31/2022	132.11	
023-0000-55420-00	Tim Brown	Additional Asbestos Removeal 820 E Fifth St Demo	12/31/2022	4,554.58	0000092262
023-0000-55420-00	D & T Demolition LLC	Demolition of 530 Clark St	12/31/2022	22,250.00	0000092213
023-0000-55420-00	D & T Demolition LLC	Demolition of 324 S Henderson St	12/31/2022	20,000.00	0000092213
023-0000-55420-00	D & T Demolition LLC	Demolition of 448 S Elm St	12/31/2022	15,000.00	0000092213
023-0000-55420-00	D & T Demolition LLC	Liquidated Damages from 11/9/22-12/23/22	12/31/2022	-4,950.00	0000092213
023-0000-55420-00	D & T Demolition LLC	Demolition of 471 N Cherry St	12/31/2022	35,000.00	0000092213
023-0000-55420-00	Tim Brown	Demolition of 820 E Fifth St	12/31/2022	40,646.12	0000092262
023-0000-55420-00	D & T Demolition LLC	Demolition of 214 S Acadamy St	12/31/2022	30,000.00	0000092213
023-0000-55420-00	D & T Demolition LLC	Demolition of 1465 Willard St	12/31/2022	15,000.00	0000092213
023-0000-83100-00	Mechanical Service Inc.	Furnance Replacement - 228 N Cedar St	02/01/2023	4,500.00	
023-0000-83100-00	Mechanical Service Inc.	Water Heater Replacement - 168 Blaine Ave	02/01/2023	1,353.75	
023-0000-83100-00	Mechanical Service Inc.	Water Heater 1892 Grand Ave	12/31/2022	1,235.00	
Subtotal for Division: 0000				<u>185,815.31</u>	
Subtotal for Fund 023				<u>185,815.31</u>	
024-0000-83100-00	Christmas in Action Galesburg, Inc	External Agency Funding - Christmas in Action	12/31/2022	1,000.00	
024-0000-83100-00	Great Balloon Race, The	External Agency Funding- Great Balloon Race	12/31/2022	10,000.00	
024-0000-83100-00	Habitat for Humanity of Knox Count	External Funding - Habitat for Humanity	12/31/2022	2,989.77	
024-0000-83100-00	Galesburg Museums, Inc	02/23 - Discovery Depot Grant	02/01/2023	5,000.00	

Account Number	Vendor	Description	Date	Amount	PO No
024-0000-83100-00	United Way of Knox County	External Agency Funding - United Way	12/31/2022	7,000.00	
024-0000-83100-00	NOVA Singers	External Agency Funding - Nova Singers	12/31/2022	5,000.00	
024-0000-88300-00	Breslin's Floor Covering, Inc	02/23 Parking Lot Lease	02/01/2023	587.43	
Subtotal for Division: 0000				31,577.20	
Subtotal for Fund 024				31,577.20	
030-0320-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	29.10	
030-0320-55500-00	Nichols Diesel Service, Inc.	State and Fed Testing	12/31/2022	40.00	
030-0320-55500-00	Galesburg Communications, Inc.	Replaced Antenna	12/31/2022	35.00	
030-0320-55700-00	Galesburg Termite & Pest Control In	01/23 Services	02/01/2023	45.00	
030-0320-55700-00	Galesburg Termite & Pest Control In	01/23 Semi Montlhy Service	02/01/2023	45.00	
030-0320-55800-00	66Degrees, LLC	03/23 to 12/23 Google Workspace renewal - Paratransit Portion	02/01/2023	256.77	0000092364
030-0320-61000-00	Office Specialists, Inc.	Correction Tape	02/01/2023	31.27	
030-0320-61800-00	Office Specialists, Inc.	Handivan share of 3 Mid Back upholstered chairs with lumbar thro	02/01/2023	614.42	0000092304
030-0320-62500-00	O'Reilly Auto Parts	Brake Line Kit	02/01/2023	87.86	
030-0320-62500-00	Napa Auto Parts	Caliper, Core Deposit	02/01/2023	153.15	
030-0320-62500-00	Napa Auto Parts	Brake Rotor	02/01/2023	267.80	
030-0320-62500-00	Napa Auto Parts	Service Rotors	02/01/2023	307.80	
030-0320-62500-00	Napa Auto Parts	Tie Rods, Steering Stabilizer	02/01/2023	196.55	
030-0320-62500-00	Napa Auto Parts	Axle	02/01/2023	12.34	
030-0320-62500-00	O'Reilly Auto Parts	Wheel Bearings, Oil Seals	02/01/2023	90.72	
030-0320-62500-00	Napa Auto Parts	Belt Dressing	02/01/2023	5.79	
030-0320-62500-00	O'Reilly Auto Parts	Fuel Cap	02/01/2023	32.88	
030-0320-62500-00	Napa Auto Parts	Clamps	12/31/2022	37.52	
030-0320-62500-00	Napa Auto Parts	Drag Link	02/01/2023	122.59	
030-0320-62500-00	O'Reilly Auto Parts	Air Filter	02/01/2023	31.66	
030-0320-62500-00	Napa Auto Parts	Water Pump	02/01/2023	123.27	
030-0320-62500-00	O'Reilly Auto Parts	Capsule	02/01/2023	40.38	
030-0320-62500-00	Napa Auto Parts	Wheel Stud	02/01/2023	8.80	
030-0320-62500-00	O'Reilly Auto Parts	Headlight	02/01/2023	6.01	
030-0320-62500-00	Napa Auto Parts	Belt	02/01/2023	81.59	
030-0320-62500-00	Napa Auto Parts	Brake Rotors,Pads,Bearings,Oil Seal	02/01/2023	684.96	
030-0320-62500-00	Napa Auto Parts	Water Pump	02/01/2023	165.59	
030-0320-62500-00	O'Reilly Auto Parts	Pulley	02/01/2023	18.99	
030-0320-62500-00	O'Reilly Auto Parts	Tensioner	02/01/2023	35.70	
030-0320-62500-00	Gillig	Slack Adjusters, Coolant Temperature Sensors	02/01/2023	390.94	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-62500-00	Gillig	Camshaft's	02/01/2023	98.98	
030-0320-62500-00	Napa Auto Parts	Air Filter	02/01/2023	16.69	
030-0320-62510-00	Herr Petroleum Corp	199.3 Gal Unleaded Ethanol	02/01/2023	603.80	0000092348
030-0320-62510-00	Herr Petroleum Corp	272 Gal Unleaded Ethanol	02/01/2023	800.09	0000092348
030-0320-62510-00	Herr Petroleum Corp	239.1 Gal Unleaded Ethanol	02/01/2023	679.39	0000092348
030-0320-62510-00	Herr Petroleum Corp	187.1 Gal Unleaded Ethanol	02/01/2023	531.64	0000092348
030-0320-62510-00	Herr Petroleum Corp	335.9 Gal Unleaded Ethanol	02/01/2023	996.87	0000092348
030-0320-62510-00	Herr Petroleum Corp	164.5 Gal Unleaded Ethanol	02/01/2023	467.41	0000092348
030-0320-62510-00	Herr Petroleum Corp	157.3 Gal Unleaded Ethanol	02/01/2023	460.77	0000092348
030-0320-62510-00	Herr Petroleum Corp	302.4 Gal Unleaded Ethanol	12/31/2022	832.63	0000092101
030-0320-66500-00	Napa Auto Parts	Wrench Set	02/01/2023	88.79	
030-0320-66500-00	Napa Auto Parts	Seal Puller	02/01/2023	13.29	
Subtotal for Divison: 0320				9,589.80	
030-0370-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	67.89	
030-0370-55500-00	Cummins Sale & Service	Labor expenses for Bus 1301 emergency service repair 1/3/2023	02/01/2023	4,896.67	0000092367
030-0370-55500-00	Nichols Diesel Service, Inc.	State and Fed Testing	12/31/2022	161.25	
030-0370-55700-00	Howe Overhead Doors, Inc.	Serviced/Replacement of Cables and Torsion Springs	12/31/2022	2,546.56	
030-0370-55800-00	66Degrees, LLC	03/23 to 12/23 Google Workspace renewal - Fixed Transit Portion	02/01/2023	509.47	0000092364
030-0370-57500-00	Cintas, Inc	01/23 Services	02/01/2023	135.08	
030-0370-57500-00	Cintas, Inc	01/23 Services	02/01/2023	198.65	
030-0370-57500-00	Cintas, Inc	01/23 Services	02/01/2023	202.69	
030-0370-61800-00	Office Specialists, Inc.	Fixed Transit share of 3 Mid Back upholstered chairs with lumbar	02/01/2023	614.43	0000092304
030-0370-62500-00	Cummins Sale & Service	Parts for Bus 1301 emergency service repair 1/3/2023	02/01/2023	2,044.08	0000092367
030-0370-62500-00	Gillig	Bolts	12/31/2022	78.80	
030-0370-62500-00	Gillig	Clamp-Bands	02/01/2023	625.24	
030-0370-62500-00	Gillig	Control Arm Kit	02/01/2023	497.42	
030-0370-62500-00	Gillig	Surge Tank Cap	02/01/2023	184.00	
030-0370-62500-00	Gillig	Belts, Hoses	02/01/2023	639.63	
030-0370-62500-00	Napa Auto Parts	Air Hose, Hose, Coupler	02/01/2023	76.99	
030-0370-62500-00	O'Reilly Auto Parts	Wheel Seal	02/01/2023	12.60	
030-0370-62500-00	Napa Auto Parts	Electrical Connector	02/01/2023	36.38	
030-0370-62500-00	O'Reilly Auto Parts	Oil Seal	02/01/2023	85.94	
030-0370-62500-00	O'Reilly Auto Parts	V-Belt	02/01/2023	104.12	
030-0370-62500-00	Napa Auto Parts	Sensor Harness	02/01/2023	26.59	
030-0370-62500-00	Napa Auto Parts	Fittings, Couplers	02/01/2023	50.05	
030-0370-62500-00	Napa Auto Parts	Plug Tap	02/01/2023	10.09	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-62500-00	Napa Auto Parts	Hydraulic Hose 's, Jic's	02/01/2023	232.41	
030-0370-62500-00	O'Reilly Auto Parts	Locknut Socket	02/01/2023	46.78	
030-0370-62500-00	Napa Auto Parts	Air Hose, Reel	02/01/2023	238.40	
030-0370-62510-00	Herr Petroleum Corp	88.6 Gal Diesel #1 , 353.0 Gal Diesel #2	02/01/2023	1,666.18	0000092348
030-0370-62510-00	Herr Petroleum Corp	57.4 Gal Diesel #1, 230 Gal Diesel #2	02/01/2023	1,031.97	0000092348
030-0370-62510-00	Herr Petroleum Corp	208 Gal Diesel #2, 51.5 Gal Diesel #1	12/31/2022	956.35	0000092101
030-0370-62510-00	Herr Petroleum Corp	14 Gal Diesel #1, 56 Gal Diesel #2	02/01/2023	264.08	0000092348
030-0370-65500-00	RILCO Fluid Care	Oil	02/01/2023	1,286.00	
030-0370-65500-00	Napa Auto Parts	55 Gal DEF	02/01/2023	289.00	
030-0370-65500-00	Napa Auto Parts	Silicone Paste	02/01/2023	33.76	
030-0370-66500-00	Napa Auto Parts	Ring Pliers	02/01/2023	39.49	
030-0370-66500-00	Napa Auto Parts	Topside Creeper	02/01/2023	356.99	
030-0370-66500-00	Napa Auto Parts	Tie Rod Tool	02/01/2023	23.01	
Subtotal for Divison: 0370				20,269.04	
Subtotal for Fund 030				29,858.84	
049-0000-51000-00	Gatehouse Media	Ordiances Advertising #858208	12/31/2022	1,635.25	
049-0000-51000-00	Klingner & Associates P.C.	236-240 S.Seminary St , 29 Public Square - Asbestos	12/31/2022	7,004.98	
049-0000-55700-00	Neil Thomas Plumbing & Heating, In	Fixed Heater	12/31/2022	399.64	
Subtotal for Divison: 0000				9,039.87	
Subtotal for Fund 049				9,039.87	
053-0000-51000-00	US Sterling Capital Corp., Inc.	Foundation One Bank	02/01/2023	235.00	
053-0000-55700-00	Howe Overhead Doors, Inc.	Provide/Install 5 Garage Door Operators w/Remotes as per Quote	12/31/2022	5,900.00	0000092286
Subtotal for Divison: 0000				6,135.00	
Subtotal for Fund 053				6,135.00	
054-0000-20103-00	CAD Construction	Exterior & Structural Repairs of Hawthorne Pool Bldg	02/01/2023	-12,085.25	0000092256
054-0000-20103-00	CAD Construction	Retainage - Exterior & Structural Repairs of Hawthorne Pool Bldg	12/31/2022	-24,355.80	0000092256
054-0000-75000-00	CAD Construction	Exterior & Structural Repairs of Hawthorne Pool Bldg	02/01/2023	120,852.50	0000092256
054-0000-75000-00	CAD Construction	Exterior & Structural Repairs of Hawthorne Pool Bldg	12/31/2022	243,558.04	0000092256
054-0000-76000-00	Klingner & Associates P.C.	Public Safety Building - Asbestos	12/31/2022	6,177.19	
Subtotal for Divison: 0000				334,146.68	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 054				<u>334,146.68</u>	
057-0000-61700-00	SpringbrookSoftware LLC	Employee Self Service Module	02/01/2023	330.75	0000092292
Subtotal for Division: 0000				<u>330.75</u>	
Subtotal for Fund 057				<u>330.75</u>	
058-0000-51000-00	US Sterling Capital Corp., Inc.	American Investor Bank & Mortgage	02/01/2023	80.55	
058-0000-51000-00	US Sterling Capital Corp., Inc.	Global Bank	02/01/2023	240.00	
058-0000-71000-00	Alexis Fire Equipment Co., Inc.	2023 Alexis Spartan Top Control Pumper Apparatus #52	12/31/2022	219,499.00	0000092236
Subtotal for Division: 0000				<u>219,819.55</u>	
Subtotal for Fund 058				<u>219,819.55</u>	
061-0000-10704-00	Sebis Postage	01/23 - Postage for Ub Bills- 1st Class Mailing	02/01/2023	7,500.00	
061-0000-20101-00	GARRETT MIXON	Refund Check 064885-000, 540 N PRAIRIE ST 12	01/25/2023	73.76	
061-0000-20101-00	MICHELLE AKPORE	Refund Check 050649-001, 527 IOWA AVE	01/11/2023	51.53	
061-0000-20101-00	KATHERINE COX	Refund Check 053532-000, 1646 FLORENCE AVE	01/25/2023	90.71	
061-0000-20101-00	CAROL CORBIN	Refund Check 057944-000, 1131 MONROE ST	01/11/2023	56.67	
061-0000-20101-00	CECIL DUFFY	Refund Check 065679-000, 1325 ROCK ISLAND AVE	01/11/2023	73.73	
061-0000-20101-00	TIMOTHY BRUNER	Refund Check 061678-000, 453 N PLEASANT AVE	01/12/2023	60.03	
061-0000-20101-00	JESSE CARLSON	Refund Check 055891-000, 1160 E BERRIEN ST	01/24/2023	35.00	
061-0000-20101-00	STANLEY CAMPBELL	Refund Check 045566-005, 186 W THIRD ST	01/18/2023	93.85	
061-0000-20101-00	COREY DISBENNETT	Refund Check 049869-001, 672 US HWY 150 E	01/27/2023	34.03	
061-0000-20101-00	BRANDT CONSTRUCTION CO	Refund Check 050925-001, 515 S SEMINARY ST	01/12/2023	35.09	
061-0000-20101-00	CAROLYN BEARCE	Refund Check 008411-002, 1284 FLORENCE AVE	01/18/2023	54.53	
061-0000-20101-00	KELLY BROOKS	Refund Check 060321-001, 1039 S PEARL ST	01/11/2023	51.80	
061-0000-20101-00	ERIC DUDECK	Refund Check 061973-000, 1000 MONMOUTH BLVD	01/12/2023	97.63	
061-0000-20101-00	DAWN CONRAD	Refund Check 010912-002, 1583 EDGEBROOK DR	01/25/2023	89.81	
061-0000-20101-00	DNG BROTHERS INC	Refund Check 059462-000, 1349 N HENDERSON ST	01/18/2023	47.47	
061-0000-20101-00	STEVEN BROWN	Refund Check 006509-001, 456 E NORTH ST	01/11/2023	125.56	
061-0000-20101-00	RICKY DELACRUZ	Refund Check 049022-007, 1236 BROWN AVE	01/11/2023	130.12	
061-0000-20101-00	SCOTT CHAMPION	Refund Check 013391-000, 1131 N HENDERSON ST	01/11/2023	11.94	
061-0000-20101-00	THEODORE BAILEY	Refund Check 007196-001, 566 E GROVE ST	01/12/2023	73.44	
061-0000-20101-00	ELEANOR EVANS	Refund Check 012383-000, 1302 CLARK ST	01/12/2023	6.75	
061-0000-20101-00	IRA GERMAN	Refund Check 023202-002, 339 OHIO AVE	01/12/2023	135.00	
061-0000-20101-00	WALTER JIMENEZ	Refund Check 059390-002, 1540 BATEMAN ST	01/12/2023	39.76	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	PETER GORHAM	Refund Check 005540-008, 430 N HENDERSON ST	01/11/2023	106.12	
061-0000-20101-00	WILLIAM FARM	Refund Check 066100-000, 1131 MONROE ST	01/18/2023	136.98	
061-0000-20101-00	HEIDI HILLMAN-POMPE	Refund Check 065823-000, 1181 N ACADEMY ST	01/11/2023	66.94	
061-0000-20101-00	SABRINA JOHNSON	Refund Check 055294-001, 1055 W BERRIEN ST	01/25/2023	31.75	
061-0000-20101-00	KEY PROPERTIES LLC	Refund Check 048258-001, 838 N HENDERSON ST	01/18/2023	124.37	
061-0000-20101-00	MASON FRENCH	Refund Check 051723-004, 99 WALNUT AVE	01/11/2023	96.64	
061-0000-20101-00	WILLIE EVANS JR	Refund Check 055879-000, 220 E MAIN ST	01/12/2023	67.59	
061-0000-20101-00	GALESBURG COMMUNITY FOU	Refund Check 006220-007, 876 W MAIN ST	01/12/2023	23.97	
061-0000-20101-00	MELISSA HUIZENGA	Refund Check 043190-014, 1226 MONROE ST	01/11/2023	71.39	
061-0000-20101-00	KEHOE PROPERTIES	Refund Check 005024-007, 1855 E KNOX ST	01/18/2023	106.09	
061-0000-20101-00	FRED JONES	Refund Check 050639-000, 341 OHIO AVE	01/11/2023	84.97	
061-0000-20101-00	MARK JOHN	Refund Check 006712-002, 730 N CEDAR ST	01/25/2023	54.42	
061-0000-20101-00	BRITTANY GRIMES	Refund Check 064521-000, 363 W FREMONT ST	01/27/2023	78.86	
061-0000-20101-00	HOERR CONSTRUCTION INC	Refund of Hydrant Meter Deposit	02/01/2023	408.17	
061-0000-20101-00	HENRY COLEMAN JR	Refund Check 056475-000, 441 E FIFTH ST	01/11/2023	81.87	
061-0000-20101-00	SAMUEL ROGERS	Refund Check 015262-002, 1689 W NORTH ST	01/11/2023	19.81	
061-0000-20101-00	ALYSSA VON KANNON	Refund Check 064787-000, 1022 GREENLEAF ST	01/18/2023	115.46	
061-0000-20101-00	KAYLEIGH MICHAEL	Refund Check 065458-000, 892 WARREN ST	01/11/2023	0.56	
061-0000-20101-00	SANDY LAWS	Refund Check 053794-002, 1089 E SOUTH ST	01/20/2023	105.30	
061-0000-20101-00	TODD WOLLRAB	Refund Check 022763-020, 1474 HARRISON ST	01/12/2023	66.73	
061-0000-20101-00	FHP INVESTMENTS LLC	Refund Check 045228-027, 387 E GROVE ST	01/25/2023	103.49	
061-0000-20101-00	CRAIG JOHNSON	Refund Check 023091-001, 170 S PLEASANT AVE	01/18/2023	92.32	
061-0000-20101-00	KAYLEIGH MICHAEL	Refund Check 065458-000, 892 WARREN ST	01/11/2023	128.52	
061-0000-20101-00	IMELDA MCGEE	Refund Check 012439-001, 435 MAPLE AVE	01/25/2023	73.67	
061-0000-20101-00	SARAH ROSS	Refund Check 057893-000, 1462 E LOSEY ST	01/25/2023	100.71	
061-0000-20101-00	PATSY WAGY	Refund Check 008436-000, 1020 FLORENCE AVE	01/25/2023	9.08	
061-0000-20101-00	NATALIE WALTON	Refund Check 062349-000, 1595 N KELLOGG ST	01/11/2023	21.20	
061-0000-20101-00	KAREN MCILRAVY	Refund Check 061466-000, 1173 W MAIN ST	01/25/2023	44.95	
061-0000-20101-00	DEWEY LANE	Refund Check 051782-001, 253 N PEARL ST	01/18/2023	81.87	
061-0000-20101-00	GERARD REED	Refund Check 061061-000, 907 DAY ST	01/25/2023	104.08	
061-0000-20101-00	DANNY SCOTT	Refund Check 011264-002, 968 N BROAD ST	01/12/2023	46.62	
061-0000-20101-00	KIM SHARP BECERRA	Refund Check 062923-001, 956 W SOUTH ST	01/24/2023	676.27	
061-0000-20101-00	JOHN TUTTLE	Refund Check 048072-013, 726 CENTURY ESTATES	01/11/2023	58.61	
061-0000-20101-00	ADOLFO SUAREZ	Refund Check 064953-000, 1531 N SEMINARY ST	01/25/2023	97.29	
061-0000-20101-00	JASON LANDERS	Refund Check 050557-002, 1110 HUBER AVE	01/18/2023	107.06	
061-0000-20101-00	DERECK LEMLEY	Refund Check 060415-000, 606 MICHIGAN AVE	01/11/2023	91.93	
061-0000-20101-00	CHERIE MILLER	Refund Check 007684-004, 1756 BEECHER AVE	01/11/2023	53.62	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	JENNIFER SHANNON	Refund Check 022594-001, 708 W FIRST ST	01/11/2023	89.24	
061-0000-20101-00	MCS REAL ESTATE LLC	Refund Check 005091-179, 217 BLAIR ST	01/18/2023	126.93	
061-0000-20101-00	JODI MINES	Refund Check 048417-007, 380 W FIRST ST	01/12/2023	56.48	
061-0000-20101-00	PAMELA RILEY	Refund Check 059600-000, 2862 MONTAGUE DR	01/12/2023	53.32	
061-0000-20101-00	FLORENCE PATCH ESTATE	Refund Check 047119-001, 908 MONROE ST	01/11/2023	113.49	
061-0000-20101-00	DIANE REAGAN	Refund Check 065561-000, 1222 GARDEN LN	01/25/2023	104.08	
061-0000-20101-00	MCS REAL ESTATE LLC	Refund Check 005091-177, 1005 N FARNHAM ST	01/11/2023	126.86	
061-0000-20101-00	VICTOR SANTOYO	Refund Check 013750-004, 266 N HENDERSON ST	01/18/2023	97.32	
061-0000-20101-00	CODY PRICE	Refund Check 050752-000, 714 CLARK ST	01/25/2023	82.57	
061-0000-20101-00	CAROL MOSLEY	Refund Check 022509-003, 1751 WILLARD ST	01/11/2023	34.70	
061-0000-51000-00	Aqua Backflow	2023 - IEPA Required Surveys	02/01/2023	2,083.40	
061-0000-51000-00	Credit Collection Partners	12/22 Service	12/31/2022	15.00	
061-0000-51000-00	Julie Inc	2023 Annual Transmissions	02/01/2023	2,098.38	
061-0000-51000-00	Pace Analytical Services LLC	Floride	02/01/2023	46.00	
061-0000-51000-00	US Sterling Capital Corp., Inc.	Community Savings Bank	02/01/2023	176.41	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	12/31/2022	3,258.00	
061-0000-51000-00	Statham & Long, LLC	Title Search - 1094 W Main St	12/31/2022	150.00	
061-0000-51000-00	Pace Analytical Services LLC	Disinfection Service	02/01/2023	437.00	
061-0000-51000-00	Knox County Recorders Office	12/22 Laredo	12/31/2022	20.45	
061-0000-51500-00	Sebis Direct Inc	12/22 UB Printing Costs	12/31/2022	934.14	
061-0000-51500-00	Gatehouse Media	Credit on Statment DTD 10/31/22 #20710	12/31/2022	-93.22	
061-0000-51500-00	Sebis Direct Inc	12/22 UB Printing Costs - Water Bill Insert	12/31/2022	314.50	
061-0000-52000-00	American Electric Power	12/22 Services	12/31/2022	3,547.18	
061-0000-52300-00	Nicor Gas	12/22 Heat #14511554116	12/31/2022	8,855.60	
061-0000-52300-00	Nicor Gas	12/22 Heat #20727010009	12/31/2022	132.23	
061-0000-52500-00	Galesburg Sanitary Dist.	12/22 Sewer User Charges	12/31/2022	24.25	
061-0000-54000-00	Emergency Telephone Systems Boar	Refund for ETSB -11/22 Frontier- Oquawka phone bill paid	12/31/2022	276.57	
061-0000-55500-00	AMP Companies Inc	Fixed Drive Air Pressure Warning	12/31/2022	232.50	
061-0000-55500-00	Altorfer Inc.	2022 OCTOBER- MAINTENANCE ON FOUR GENERATORS	02/01/2023	1,138.00	0000091754
061-0000-55500-00	Altorfer Inc.	2022 OCTOBER- MAINTENANCE ON FOUR GENERATORS	02/01/2023	1,134.00	0000091754
061-0000-55500-00	Altorfer Inc.	2022 OCTOBER- MAINTENANCE ON FOUR GENERATORS	02/01/2023	872.00	
061-0000-55500-00	Scott Equipment, LLC	Fuel Tank Vent,Connector,Filler Cap	02/01/2023	89.61	
061-0000-55700-00	Four Seasons Pest Control	12/22 Service	12/31/2022	55.00	
061-0000-55700-00	Waste Management, Inc.	01/23 Service	02/01/2023	20.42	
061-0000-55700-00	Royal Cleaning Services	01/23 Services	02/01/2023	510.00	
061-0000-55700-00	Waste Management, Inc.	01/23 Service	02/01/2023	114.23	
061-0000-61000-00	Office Specialists, Inc.	Calendar Refill	02/01/2023	34.39	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-61000-00	Office Specialists, Inc.	Copy Paper, Highlighters	02/01/2023	60.64	
061-0000-65000-00	Office Specialists, Inc.	Towels	02/01/2023	24.01	
061-0000-65000-00	Office Specialists, Inc.	Trash Bags, Towels, Tissue	02/01/2023	101.02	
061-0000-65500-00	Petty Cash - Water Dept.	Farm King - Coupling	12/31/2022	4.19	
061-0000-65500-00	Petty Cash - Water Dept.	Farm King - WD-40	12/31/2022	7.89	
061-0000-65500-00	Petty Cash - Water Dept.	Menards - Couplings	12/31/2022	4.48	
061-0000-66000-00	Core & Main	Repair Clamps	02/01/2023	926.00	
061-0000-66000-00	Core & Main	Repair Clamps	02/01/2023	926.00	
061-0000-66000-00	Core & Main	Misc Materials	02/01/2023	592.56	
061-0000-66000-00	Core & Main	Misc Supplies	02/01/2023	371.88	
061-0000-66000-00	Galesburg Builders Supply, Inc.	3.81 Ton Aggregate	02/01/2023	539.12	
061-0000-66000-00	Galesburg Builders Supply, Inc.	3.6 Ton Aggregate	02/01/2023	509.40	
061-0000-66000-00	Galesburg Builders Supply, Inc.	PORTLAND CEMENT CONCRETE, CL PP2 MIX - DELIVERED	12/31/2022	201.00	0000092113
061-0000-66000-00	Petty Cash - Water Dept.	Lowes- Plug	12/31/2022	5.96	
061-0000-66500-00	Petty Cash - Water Dept.	Farm King - Screws	12/31/2022	2.29	
061-0000-66500-00	Petty Cash - Water Dept.	Holt Supply - Coupler	12/31/2022	3.58	
061-0000-66500-00	Petty Cash - Water Dept.	Farm King - Hitch Pin	12/31/2022	3.69	
061-0000-66500-00	Petty Cash - Water Dept.	Northern Tool - Rags, tools	12/31/2022	19.68	
061-0000-66500-00	Petty Cash - Water Dept.	Lee Bros - Steel Rod	12/31/2022	2.60	
061-0000-66700-00	Core & Main	Meter Supplies	02/01/2023	468.00	
061-0000-67500-00	Reflective Apparel Factory, Inc.	Hard Hats	12/31/2022	286.90	
061-0000-67500-00	Reflective Apparel Factory, Inc.	Shirts,Parkas,Jacket, Hooded Pullover,PantsVests	02/01/2023	357.02	
061-0000-68500-00	Hawkins, Inc	2023 Liquid Chlorine for Water Division as per bid. This is a b	02/01/2023	6,282.00	0000092306
061-0000-68500-00	Hawkins, Inc	2023 Liquid Chlorine for Water Division as per bid. This is a b	02/01/2023	4,032.00	0000092306
061-0000-68500-00	Hawkins, Inc	2023 Liquid Chlorine for Water Division as per bid. This is a b	02/01/2023	156.00	0000092306
Subtotal for Divison: 0000				55,956.43	
Subtotal for Fund 061				55,956.43	
067-0000-20101-00	KAYLEIGH MICHAEL	Refund Check 065458-000, 892 WARREN ST	01/11/2023	0.77	
067-0000-20101-00	STEVEN BROWN	Refund Check 006509-001, 456 E NORTH ST	01/11/2023	0.77	
067-0000-51000-00	Knox County Records Office	12/22 Laredo	12/31/2022	20.45	
067-0000-51500-00	Sebis Direct Inc	12/22 UB Printing Costs	12/31/2022	467.00	
067-0000-59501-00	Knox County Landfill	12/22 Service	12/31/2022	27,820.80	
067-0000-59502-00	Waste Management, Inc.	01/23 Refuse Removal	02/01/2023	195,740.92	
Subtotal for Divison: 0000				224,050.71	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 067				<u>224,050.71</u>	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Annual Random	12/31/2022	2,125.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	220.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	Illinois Municipal League Risk Mana	Payout - Date of Loss 07/06/2021- Claim #21050K212110	12/31/2022	5,473.38	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	220.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	Resource Management Associates	Consulation and Counseling Services	12/31/2022	1,239.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Drug Testing	12/31/2022	39.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Testing	12/31/2022	140.00	
078-0000-56535-00	Central IL Radiological Assoc	Work Comp -DOS 12/24/22 #252005573822	12/31/2022	40.34	
078-0000-56535-00	Central IL Radiological Assoc	Work Comp -DOS 12/22/22 #252005574431	12/31/2022	48.53	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	181.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	577.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	148.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	379.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	231.00	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	396.00	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	247.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	49.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	181.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	132.00	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	346.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	49.50	
078-0000-56535-00	James M Kelly, Attorney	11/22 Legal Services	12/31/2022	49.50	
078-0000-56535-00	OSF St Mary Medical Center	Work Comp DOS 08/06/2020 #6537474703	12/31/2022	360.28	
078-0000-56535-00	OSF St Mary Medical Center	Work Comp DOS 12/24/2021 #8149429000	12/31/2022	350.37	
Subtotal for Division: 0000				<u>14,345.90</u>	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 078				<u>14,345.90</u>	
091-0000-20101-00	STEVEN BROWN	Refund Check 006509-001, 456 E NORTH ST	01/11/2023	0.25	
Subtotal for Divison: 0000				<u>0.25</u>	
Subtotal for Fund 091				<u>0.25</u>	
Report Total:				<u>1,451,673.91</u>	

Advance Checks and ACH Payments as of 1/31/2023

Check Date	Check #	Vendor Name	Description	Account #	Amount
1/12/2023	0	Brad Turner	Officiating 3 games - BBall 3 01/07/23	019-1940-51400	105.00
1/12/2023	0	All Stars Sports Academy	Minority/Woman owned Business Startup incentive- All Star Sport	054-0000-83100	10,000.00
1/12/2023	0	Benjamin Templeton	Officiating 4 Games - BBall 01/07/23	019-1940-51400	140.00
1/12/2023	97579	Knox County Records Office	Recording Fee	001-0160-51000	111.00
1/13/2023	0	Andrew Johnson	Non Safety toe shoes	001-0605-67500	229.99
1/13/2023	0	James Hartshorn	Officiate VBal 1/11 I 5 games	019-1940-51400	125.00
1/13/2023	0	Quadient Leasing USA, Inc	Postage for Meter	061-0000-10702	1,000.00
1/13/2023	0	Illinois Department of Revenue	12/22 Recreation Sales tax	019-0000-20102	211.00
1/13/2023	0	Mike Hines	Officiate Vball 1/11 5 Games	019-1940-51400	125.00
1/13/2023	97580	United Hoops	Registration - 4 Teams - River 2 River League	019-1940-51400	1,580.00
1/17/2023	0	T TECH	12/22 UB ACH Fees	067-0000-51000	403.31
1/17/2023	0	T TECH	12/22 UB ACH Fees	061-0000-51000	806.63
1/17/2023	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
1/19/2023	0	Knox County Housing Authority	Warming Shelter Grant	054-0000-20102	10,773.88
1/19/2023	0	Legacy Corporation	South Street Storm Sewer Replacement	013-0000-78050	59,545.55
1/19/2023	0	Legacy Corporation	South Street Storm Sewer Replacement	013-0000-78050	37,326.65
1/19/2023	0	R3 Dogs LLC	Downtown Facade Redevelopment Agreement - 57 S Cherry Street	049-0000-83100	7,670.00
1/19/2023	0	Michelle Johnson	Minority/ Woman owned Southside Occupancy Assistance Program	054-0000-83100	2,473.93
1/19/2023	0	FCA LLC	Major Project Grant Incentive	024-0000-20102	200,000.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0605-47500	216.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0510-47500	381.60
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Vision Insurance Premium	078-0000-20315	2,878.05
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0110-47500	82.20
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	020-0000-47500	7.20
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0207-47500	61.20
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	067-0000-47500	1.80
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0120-47500	57.60
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	030-0370-47500	54.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	030-0320-47500	54.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0550-47500	39.60
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0000-20102	9.75
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	019-1920-47500	72.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	018-0000-47500	46.80
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	017-0000-47500	10.80
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0410-47500	131.40
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0115-47500	72.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0445-47500	36.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	014-0000-47500	72.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	078-0000-47500	14.40
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	024-0000-47500	28.23
1/19/2023	0	R3 Dogs LLC	TIF Redevelopment Agreement - 57 S Cherry St	049-0000-83100	13,853.80
1/19/2023	0	AssuredPartners Great Plains LLC	Assured Partners Benefits Consultant fee 2023	078-0000-51000	45,270.67
1/19/2023	0	BlueCross BlueShield of Illinois	02/23 Health Insurance Premium	078-0000-20315	375,036.58
1/19/2023	0	Mike Hines	Officiate Vball 01/18/2023 - 5 games	019-1940-51400	125.00
1/19/2023	0	Core & Main	Flange	061-0000-66000	1,002.06
1/19/2023	0	James Hartshorn	Officiate Vball 01/18/2023 - 5 games	019-1940-51400	125.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0205-47500	208.80
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0306-47500	202.56

Advance Checks and ACH Payments as of 1/31/2023

Check Date	Check #	Vendor Name	Description	Account #	Amount
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	023-0000-47500	5.40
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	061-0000-47500	209.25
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0305-47500	20.76
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	001-0450-47500	63.00
1/19/2023	0	Linwood Cemetery Trust Eastern	40% of cemetery/scattering sales for FY 2022	089-0000-10190	18,100.00
1/19/2023	0	Dearborn National Life Insurance Co.	02/22 Life Insurance Premium	019-1905-47500	134.70
1/19/2023	97602	ILLOWA	ILLOWA Training - 4 Inspectors Registered	001-0306-54500	40.00
1/19/2023	97603	Knox County Records Office	File 11 weed/trash/demo liens	001-0160-51300	138.00
1/23/2023	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
1/23/2023	0	Clay Slagel	Officiate Bball - 10 games - 1/21/23	019-1940-51400	350.00
1/23/2023	0	Ameren Illinois	12/22 Electricity 01147-55694	018-0000-20102	167.87
1/23/2023	0	Ameren Illinois	12/22 Electricity 01147-55694	020-0000-20102	1,776.41
1/23/2023	0	Ameren Illinois	12/22 Electricity 01147-55694	024-0000-20102	27.22
1/23/2023	0	Ameren Illinois	12/22 Gas 01147-55694	019-0000-20102	15,024.12
1/23/2023	0	Ameren Illinois	12/22 Electricity 01147-55694	019-0000-20102	15,032.87
1/23/2023	0	Aaron Frey	Officiate Bball - 10 games - 1/21/23	019-1940-51400	350.00
1/23/2023	0	Ameren Illinois	12/22 Gas 01147-55694	024-0000-20102	52.51
1/23/2023	0	Ameren Illinois	12/22 Electricity 01147-55694	001-0000-20102	13,949.02
1/23/2023	0	Ameren Illinois	12/22 Gas 01147-55694	001-0000-20102	5,481.26
1/23/2023	0	Ameren Illinois	12/22 Electricity 01147-55694	061-0000-20102	51,858.50
1/27/2023	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
1/27/2023	97607	Knox County Records Office	File 5 water/sewer/refuse liens	061-0000-51000	63.00
1/27/2023	97608	Secretary of State, Jesse White	Vehicle Registrations	001-0510-51000	755.00
1/27/2023	0	Malley Foods LLC	Minority/Woman owned Business Startup incentive	054-0000-83100	2,283.65
1/27/2023	0	Amelia Reynolds	Officiate Bball 01/07 2 games	019-1940-51400	70.00
1/27/2023	97606	Knox County Records Office	Recording Fee	001-0160-51300	63.00
1/27/2023	97606	Knox County Records Office	Record Plat of Survey	001-0160-51300	78.00
1/27/2023	0	Andrew Spataro	Non Safety toe shoes	001-0605-67500	114.99
1/27/2023	0	Derek Perry	Non Safety toe shoes	001-0605-67500	90.00
1/27/2023	0	Andrew Nelson	Non Safety toe shoes	001-0605-67500	56.02
Grand Total				\$	900,632.59

**COUNCIL LETTER
CITY OF GALESBURG
JANUARY 17, 2023**

AGENDA ITEM: Zoning amendment to go from Two Family (R2) to Institutional (I), generally located west of Gale Village Dr, Part of Parcel Identification Number 95-34-426-016.

SUMMARY RECOMMENDATION: The Planning and Zoning (P&Z) Commission held the required public hearing during their January 10, 2023 meeting and on a vote of 4 ayes (Members Johnson, Lee, Thomas, Uhlmann) and zero nays recommended approval. The City Manager and Director of Community Development concur with the P&Z Commission's recommendation.

BACKGROUND: If the related item on tonight's agenda (the Gale Village ReSubdivision No 2) was approved, the intent is for the current owner to sell Lot 1 to Ascent Church for the construction of a church. The R2 zoning district does allow churches, but limits the seating capacity to 200 persons. The Institutional Zoning District does not have a seating limitation.

The purpose of the I District is to accommodate existing and future public buildings and recreational uses, and other uses having purposes and impacts similar to public buildings. By creation of this special district, it is the intent of this code to avoid the problems inherent in treating the buildings as permitted or special uses in zoning districts characterized by uses and structures bearing no similarity to public and institutional uses and buildings.

KNOX COUNTY Zoning		Land Use
North	R1A-Single Family	US Route 34
West	R1A-Single Family	Residential
East	B2, General Business	Restaurant & vacant lots
South	R1A-Single Family	Vacant lot

If the Zoning Amendment is approved, the development would not occur until site and landscaping plans are submitted for review by the Development Review Committee and construction plans are submitted for review by the Inspection Division.

In this case, the west property line abuts a residential zoning district, which would require continuous shrubs across 100% of the yard(s) to a minimum height of six feet. Shrubs installed along a side yard shall be continued into the front yard at a height of four feet. The shrubs shall be at least 50% evergreen and spaced at a maximum of four feet on center. As an alternative, a solid screen may be achieved by providing a minimum six-foot solid commercial grade wood, vinyl or other approved material fence the length of the property with shade trees inside the fence at the equivalent of one tree every 100 feet. Fencing installed along a side yard shall be continued into the front yard at a height of four feet and be in compliance with Section 152.033 (Fencing).

BUDGET IMPACT: There would be no anticipated impact upon the budget if the zoning amendment is approved.

SUPPORTING DOCUMENTS:

1. Aerial – General location
2. Zoning amendment ordinance



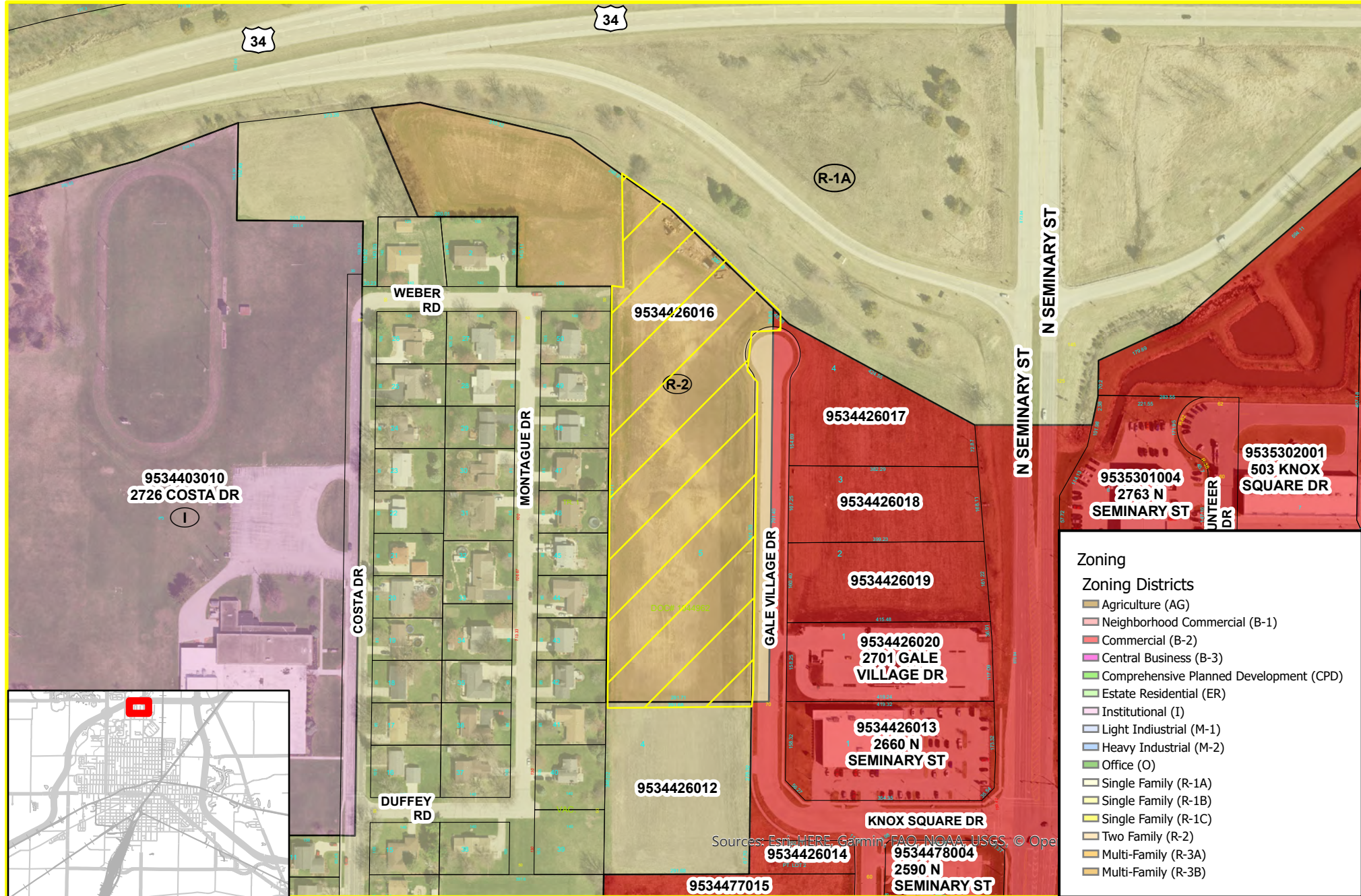
Community Development Department
Operating Under Council-Manager Government Since 1957

Zoning Amendment

R2, Two Family to I, Institutional

180 90 0 180 360 540 Feet

[Back to Agenda](#)



November 30, 2022

ORDINANCE NO. _____

WHEREAS, pursuant to a public hearing duly held as required by law, the Planning and Zoning Commission to the City of Galesburg, Illinois, has reported on a proposition to amend the Zoning Map of said City as hereinafter set forth;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION ONE: The following described real estate shall be, and the same hereby is, rezoned from R2, Two-Family to I, Institutional District:

Lot 1 of the Gale Village Re-Subdivision No 2 in the southeast Quarter of Section 34, Township 12 North, Range 1 East of the Fourth Principal Meridian, City of Galesburg, Knox County, Illinois.

Parcel Identification Numbers (PINs): portion of 95-34-426-016
Commonly known as: VL west of Gale Village Dr, Galesburg, IL

SECTION TWO: The Zoning Map of the City of Galesburg shall be, and the same hereby is, changed in accordance with the provisions hereof.

SECTION THREE: All ordinances, or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3 This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this ____ day of _____, 2023, by a roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
JANUARY 17, 2023**

AGENDA ITEM: Zoning amendment to go from Single Family (R1B) to Single Family (R1A), located at the SW corner of Louisville Rd and S Academy St, Parcel Identification Numbers 99-15-378-004 and 99-15-378-005

SUMMARY RECOMMENDATION: The Planning and Zoning (P&Z) Commission held the required public hearing during their January 10, 2023 meeting and on a vote of 4 ayes (Members Johnson, Lee, Thomas, Uhlmann) and zero nays recommended approval. The City Manager and Director of Community Development concur with the P&Z Commission's recommendation.

BACKGROUND: Attached for the Council's review is a zoning amendment request from Mr. McAllister, who recently purchased the properties and intends on applying for a city Urban Agriculture grant to plant an orchard on the properties.

The R1A zoning district does allow Agriculture as a Permissive Use and would meet the needs of the applicant to move forward with his proposed project.

The city ordinance defines Agriculture as The growing of farm crops, truck garden crops, animal and poultry husbandry, apiculture, aquaculture, dairying, floriculture, horticulture, nurseries, tree farms, sod farms, pasturage, viticulture, wholesale greenhouses and the growing, developing, processing, conditioning, or selling of hybrid seed corn, seed beans, seed oats or other farm seeds. In interpreting the foregoing definition, it is the intent of this chapter to make the definition of Agriculture as used herein identical to the definition of Agriculture used in ILCS Ch. 55, Act 5, § 5-12001, as amended from time to time.

KNOX COUNTY Zoning		Land Use
North	R1B-Single Family	RR Tracks
West	R1B-Single Family	Residential
East	R1B-Single Family	Residential
South	M2-Heavy Industrial	Residential & Louisville Rd

BUDGET IMPACT: There would be no anticipated impact upon the budget if the zoning amendment is approved.

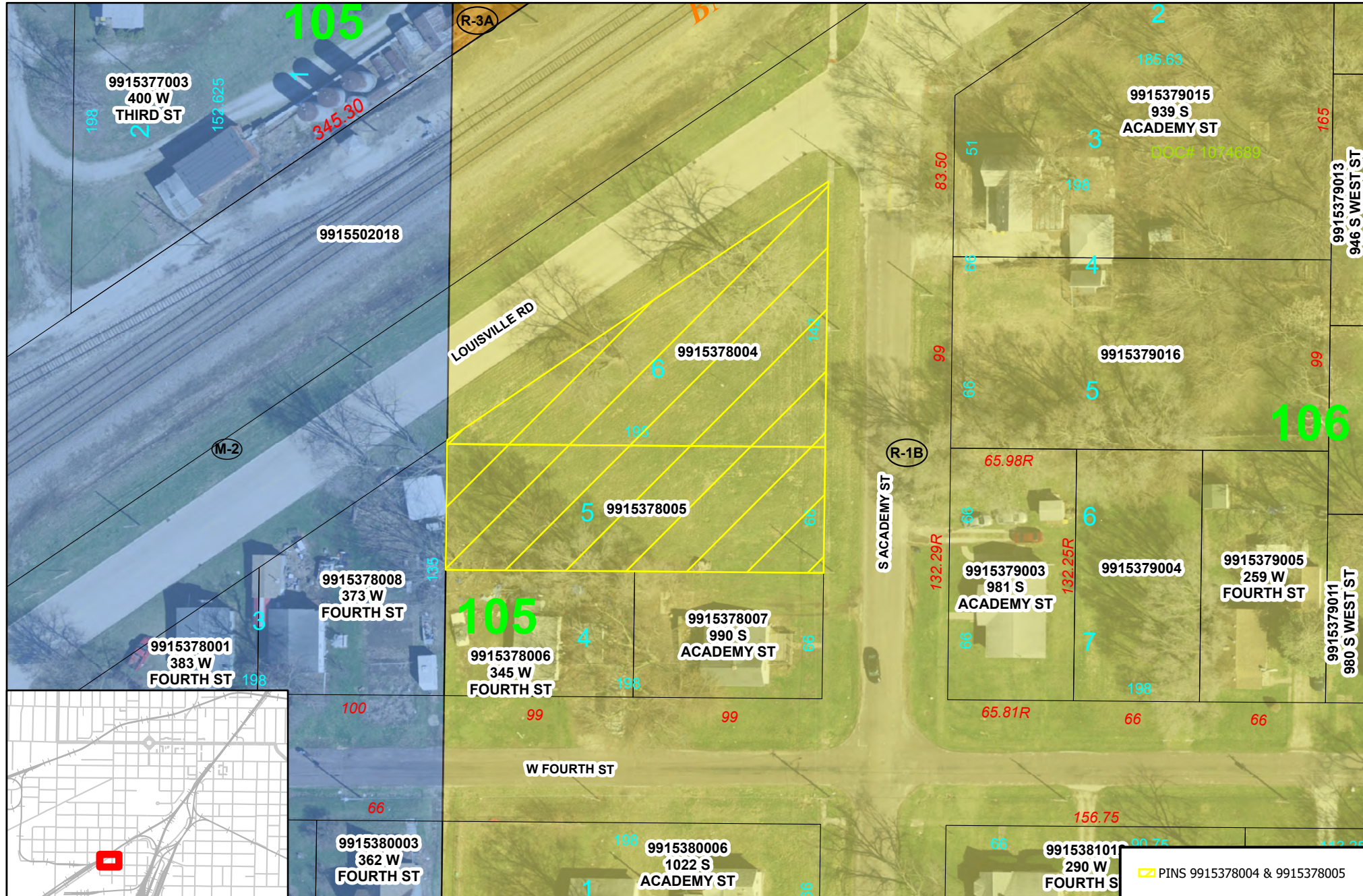
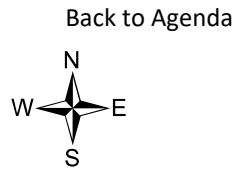
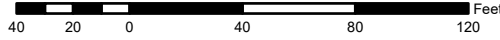
SUPPORTING DOCUMENTS:

1. Aerial – General location
2. Zoning amendment ordinance



Community Development Department
Operating Under Council-Manager Government Since 1957

Zoning Amendment R1B, Single Family to R1A, Single Family



ORDINANCE NO. _____

WHEREAS, pursuant to a public hearing duly held as required by law, the Planning and Zoning Commission to the City of Galesburg, Illinois, has reported on a proposition to amend the Zoning Map of said City as hereinafter set forth;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION ONE: The following described real estate shall be, and the same hereby is, rezoned from R1B, Single-Family to R1A, Single Family District:

Lot 6 in Block 105 in the City of Galesburg, situated in the County of Knox and State of Illinois.
Parcel Identification Number (PIN): portion of 99-15-378-004
Commonly known as: VL SW corner of Louisville Rd and S Academy St

and

Lot 5 in Block 105 in the City of Galesburg, situated in the County of Knox and State of Illinois.
Parcel Identification Number (PIN): portion of 99-15-378-005
Commonly known as: VL North of 990 S Academy St

SECTION TWO: The Zoning Map of the City of Galesburg shall be, and the same hereby is, changed in accordance with the provisions hereof.

SECTION THREE: All ordinances, or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3 This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this ____ day of _____, 2023, by a roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Approve a resolution and purchase agreement to authorize and execute the purchase of property located at 1094 W. Main Street for the Water Division.

SUMMARY RECOMMENDATION: The City Manager and Director of Public Works recommend approval of a resolution authorizing the purchase of 1094 W. Main Street for a purchase price of \$50,000 in order to utilize the property for producing solar power for the water plant in Galesburg and provide additional space for future infrastructure needs.

BACKGROUND: Preliminary studies have been completed that show that a solar array producing an estimated 90% of the anticipated power needs for the water plant in Galesburg would save the Water Fund an estimated \$25,000 per year. The property at 1094 W. Main Street is a 7 acre parcel of property that includes an old 2 story dilapidated house. The proposed purchase agreement is in the amount of \$50,000, which is agreeable to the 2nd Baptist Church, who are the owners of the property. If the property is acquired, it is proposed for the City to demolish the home at an additional estimated cost of \$15,000. . If approved, the City would plan to put out a request for proposals for solar companies to construct and maintain a solar array for a minimum of 25 years to provide a power purchase agreement to the City to produce 90% of the annual power use of the water plant.

In addition to utilizing the property to provide solar power to the water plant, it is estimated there would be 3 acres of property still available in order to construct future infrastructure. The Water Division is currently evaluating the need to construct a new 5 million gallon reservoir due to the condition of the existing 5 million gallon reservoir which was constructed in the 1960's. The property proposed to be purchased is in close enough proximity and elevation to where a new reservoir could be constructed to serve the plant. The property has good access to W. Main Street for vehicular traffic and construction equipment needed to install the solar arrays and the proposed infrastructure. There is an existing easement on the south side of the property to the water plant that can be utilized for running power and or water lines over to the water plant.

BUDGET IMPACT: There are funds available in the Water Fund (061) to purchase the property and demolish the existing home on the property.

SUPPORTING DOCUMENTS:

1. Resolution
2. Purchase Agreement

Resolution No. _____

A RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY LOCATED AT 1094 W MAIN STREET, GALESBURG, ILLINOIS

WHEREAS, Second Baptist Church is the owner of a lot with a building located at 1094 West Main Street, in Galesburg, Illinois;

WHEREAS, the City of Galesburg wishes to purchase the lot and building thereon;

WHEREAS, Second Baptist Church wishes to sell the lot and building to the City of Galesburg, Illinois

WHEREAS, the Second Baptist Church is willing to sell the real property to the City of Galesburg for the sum of \$50,000.00

WHEREAS, the City Council finds that the purchase of this property is in the best interests of the citizens of Galesburg.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Galesburg, Knox County, Illinois as follows:

SECTION 1: The foregoing recitals are hereby incorporated in this Resolution as though fully set forth herein.

SECTION 2: The Mayor, City Clerk, City Manager, and City Attorney are directed to take any and all action necessary to purchase the following parcel of property:

Legal Description

A tract of land comprising about 9 acres described as Lot 11 of the Subdivision of 1898 of a Resubdivision of the North Half of Section 16 in Township 11 North, Range 1 East of the Fourth Principal Meridian in Galesburg, Knox County, Illinois, according to a Plat in Volume 2 of Plats on page 95 of said Knox County, Illinois, Records, excepting therefrom a tract of land included in said premises described as follows: Beginning at the Northwest corner of said Lot 11, thence running East along the North line thereof 176 ½ feet; thence South parallel with the West line of said Lot 11, 10 rods; thence West parallel with the North line of said Lot 11, 3 rods; thence South parallel with the West line of said Lot 11, 66 feet; thence West parallel with the North line of said Lot 11, 127 feet to the West line of said Lot 11; thence North on said West line 231 feet to the place of beginning. And also excepting a tract of land described as follows: Beginning at a point on the North line of said Lot 11, at the Northeast corner thereof; thence South 10 rods; thence West 9 rods; thence North 10 rods to the North line of said Lot 11; thence East on said North line 9 rods to the place of beginning. And also excepting a tract of land described as follows: Commencing at the Southwest corner of said Lot 11; thence

North 46 feet along the West line of said Lot 11; thence in a Northeasterly direction on a line parallel to the South line of said Lot 11, to the East line of said Lot 11; thence South to the Southeast corner of said Lot 11; thence along the South line of said Lot 11 in a Southwesterly direction to the place of beginning, subject to easement of record to the City of Galesburg, Knox County, Illinois.

PIN: 99-16-203-010

SECTION 3: This Resolution shall be in full force and effect from and after its approval and passage as provided by law.

Approved this _____ day of _____, 2023, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

AGREEMENT FOR SALE OF REAL ESTATE
(THIS IS A BINDING REAL ESTATE CONTRACT)

Seller:

Second Baptist Church
 305 S Cherry Street
 Galesburg, IL 61401

Purchaser:

The City of Galesburg
 55 W. Tompkins Street
 Galesburg, IL 61402

1. THIS AGREEMENT is dated this _____ day of January 2023.

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser a portion of the real estate commonly known as 1094 W. Main Street, and legally described as follows:

A tract of land comprising about 9 acres described as Lot 11 of the Subdivision of 1898 of a Resubdivision of the North Half of Section 16 in Township 11 North, Range 1 East of the Fourth Principal Meridian in Galesburg, Knox County, Illinois, according to a Plat in Volume 2 of Plats on page 95 of said Knox County, Illinois, Records, excepting therefrom a tract of land included in said premises described as follows: Beginning at the Northwest corner of said Lot 11, thence running East along the North line thereof 176 ½ feet; thence South parallel with the West line of said Lot 11, 10 rods; thence West parallel with the North line of said Lot 11, 3 rods; thence South parallel with the West line of said Lot 11, 66 feet; thence West parallel with the North line of said Lot 11, 127 feet to the West line of said Lot 11; thence North on said West line 231 feet to the place of beginning. And also excepting a tract of land described as follows: Beginning at a point on the North line of said Lot 11, at the Northeast corner thereof; thence South 10 rods; thence West 9 rods; thence North 10 rods to the North line of said Lot 11; thence East on said North line 9 rods to the place of beginning. And also excepting a tract of land described as follows: Commencing at the Southwest corner of said Lot 11; thence North 46 feet along the West line of said Lot 11; thence in a Northeasterly direction on a line parallel to the South line of said Lot 11, to the East line of said Lot 11; thence South to the Southeast corner of said Lot 11; thence along the South line of said Lot 11 in a Southwesterly direction to the place of beginning, subject to easement of record to the City of Galesburg, Knox County, Illinois.

PIN: 99-16-203-010

for the sum of fifty thousand (\$50,000.00) dollars to be paid as follows:

\$ 50,000.00 BALANCE to be paid at time of final settlement and delivery of deed. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Sellers at closing in cash by cashier's check, by check issued by a lending institution or other form of payment acceptable to Sellers.

2. POSSESSION AND CLOSING shall be on or before _____.

3. TITLE EVIDENCE. If Buyer so chooses, they may within a reasonable time, deliver a Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located, committing the company to issue an Owner's Policy in the usual form

insuring merchantable title to the property in the Buyer's names for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Buyer's search charges, and any closing protection letter charges applicable to Seller. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements; apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the Property; existing mortgage created by Seller to be paid by Seller at closing.

If title evidence discloses exceptions other than those permitted above, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception, which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the earnest money, if any is paid. Furnishing a Title Insurance Commitment insuring over an exception shall constitute a cure of such exception.

4. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE. The parties agree to execute any transfer declarations or other documents required by the state, county or municipality in which the subject property is located, as well as any documents required by the title insurance company in order to issue title insurance.

Buyer's attorney shall prepare, and Sellers shall execute a recordable Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall be delivered to Buyers at the closing of this transaction upon Buyer's compliance with the terms of this contract.

5. PRORATIONS AND ADJUSTMENTS. The following items shall be prorated at closing as of the date of delivery of possession:

- A. **Prorations:** Real estate taxes, based upon most recent tax information available, and other income and operating expenses, if any, shall be prorated as of the date of possession. Seller shall be responsible for the 2022 taxes as well as the proration of 2023 taxes.

6. ASSESSMENTS. Seller shall pay all special assessments, which are a lien on the subject property as of the date of closing. Seller acknowledges that, prior to the execution of this Agreement, Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the subject property.

7. CONDITION OF SUBJECT PROPERTY. The parties agree that the purchase price reflects the condition of the subject property and Purchaser acknowledges that the real estate has been inspected, and Purchaser is acquainted with the condition there and accepts the same in "AS-IS" condition.

8. EXPENSES OF TRANSFER.

A. **Seller shall pay:**

- (1) Seller's attorney's fees.
- (2) Revenue Stamps
- (3) Recording of any Releases

B. Purchaser shall pay:

- (1) Recording fee for Deed and Mortgage;
- (2) Cost of Owner's Title Policy (if Buyer elects to purchase Title Insurance)
- (3) All other closing costs if applicable.

9. NOTICES. All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

Seller:

Second Baptist Church
305 South Cherry Street
Galesburg, IL 61401

Purchaser:

The City of Galesburg
55 W. Tompkins Street
Galesburg, IL 61402

10. CLOSING. At closing, the parties shall deliver, upon payment in full of the purchase price stated herein, the following;

- A. At closing, Seller shall deliver to Buyer, a recordable Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein.

11. DEFAULT AND CASUALTY.

- A. If Buyer defaults, Sellers may serve written notice of default upon Buyers, and if such default is not corrected within ten (10) days thereafter, Buyers are deemed in default and Sellers may take one of the following actions: re-sell the premises to another party; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Buyers; and maintain any other or different remedy allowed by law.
- B. If Seller defaults, Buyer may serve written notice to the Sellers, and if such default is not corrected within ten (10) days thereafter, Sellers are deemed in default and Buyers may take one of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Sellers; and maintain any other or different remedy allowed by law.

12. LEASE CONDITION. Seller stipulates that no part of the parcel being sold is subject to any existing or future leases. If the land is subject to any lease, seller will ensure that the tenant signs a tenant release for the property being sold.

13. GENERAL CONDITIONS. This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party except as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

This Agreement has been read and executed on the dates beside our signatures.

Executed by Seller:

Executed by Purchaser:

Seller	Date
--------	------

Purchaser
Date

Seller	Date
--------	------

Purchaser	Date
-----------	------

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Bid Recommendation, demolition and clean-up of 29 Public Square in Galesburg, IL.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development, Code Compliance Supervisor, and Purchasing Agent recommend City Council award the demolition of 29 Public Square, as outlined, to Jimax Demolition Corporation in the amount of \$406,470.23.

BACKGROUND: In March of 2022, Council authorized the City to begin the demolition process for the former Broadview hotel and restaurant. A court order for demolition was received in December of 2022. It is believed that demolition is the most economical solution for the redevelopment of the vacant and underutilized property.

The request for bid was advertised in the Galesburg Register-Mail and made available on the city website. Emails were also sent to all known demolition vendors on file. Eleven vendors responded to this bid request with the low and best bid submitted by Jimax Demolition Corporation in the amount of \$406,470.23. City staff have reviewed the bid submitted by Jimax Demolition Corporation and find that the costs submitted for this project are reasonable based on the requirements of this demolition. As a matter of public safety, City staff recommend approval. A detailed bid tabulation is attached.

BUDGET IMPACT: There are applicable funds available in the FY23 budget from the Property Redevelopment (Fund 23) and TIFF 4 to complete the demolition.

SUPPORTING DOCUMENTS:

1. Bid Tabulation for this project

KLINGNER

& ASSOCIATES, P. C.

Engineers • Architects • Surveyors

QUINCY · GALESBURG · BURLINGTON · PELLA · DAVENPORT · HANNIBAL · COLUMBIA · DAVENPORT

OWNER NAME: City of GalesburgBid Date: Wednesday, January 18, 2023Bid Location: City Hall - Erickson Conference RoomBid Time: 11:00amPROJECT NAME: 29 Public Square Broadview Hotel DemolitionProject No.: 22-3057

BID TABULATION

Contractor	JIMAX	MRD GROUP INC	DORE & ASSOCIATES	DW ZINSER	RIVER CITY DEMOLITION	MCDONOUGH DEMOLITION
Bid Bond/Security	YES	YES	YES	YES	YES	YES
Addenda Acknowledged						
Addendum 1	YES	YES	YES	YES	YES	YES
Number of Working Days to complete work	110	120	BLANK	90	BLANK	45
Base Bid	\$347,122.41	\$449,280.00	\$534,200.00	\$519,000.00	\$539,000.00	\$609,000.00
Alternate #1	\$59,347.82	\$52,000.00	\$34,600.00	\$54,000.00	\$89,000.00	\$167,000.00
Total Base Bid + Alt #1	\$406,470.23	\$501,280.00	\$568,800.00	\$573,000.00	\$628,000.00	\$776,000.00

Respectfully Submitted By:

Cody N. Basham

January 18, 2023

Senior Architect

Date

Klingner & Associates, PC

KLINGNER

& ASSOCIATES, P. C.

Engineers • Architects • Surveyors

QUINCY · GALESBURG · BURLINGTON · PELLA · DAVENPORT · HANNIBAL · COLUMBIA · DAVENPORT

OWNER NAME: City of GalesburgBid Date: Wednesday, January 18, 2023Bid Location: City Hall - Erickson Conference RoomBid Time: 11:00amPROJECT NAME: 29 Public Square Broadview Hotel DemolitionProject No.: 22-3057

BID TABULATION

Contractor	IRONHUSTLER EXCAVATING	S SCHAFER EXCAVATING	MSI	VEIT	GREEN DEMOLITION	
Bid Bond/Security	YES	YES	YES	YES	YES	
Addenda Acknowledged						
Addendum 1	YES	YES	YES	YES	YES	
Number of Working Days to complete work	BLANK	BLANK	BLANK	BLANK	BLANK	
Base Bid	\$726,500.00	\$848,000.00	\$843,200.00	\$935,000.00	\$838,800.00	
Alternate #1	\$130,525.00	\$61,000.00	\$153,000.00	\$65,000.00	\$198,000.00	
Total Base Bid + Alt #1	\$857,025.00	\$909,000.00	\$996,200.00	\$1,000,000.00	\$1,036,800.00	

Respectfully Submitted By:

Cody N. BashamJanuary 18, 2023

Senior Architect

Date

Klingner & Associates, PC

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Bid recommendation for asbestos abatement in conjunction with the Public Safety Building HVAC replacement.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development, Deputy Police Chief, and Purchasing Agent recommend the City Council approve the bid from M&O Environmental (Peoria, IL) in the amount of \$16,400 to complete necessary asbestos abatement as a part of the Public Safety Building HVAC replacement.

BACKGROUND: In November of this 2022, the City Council approved a bid from Hein Construction to replace the HVAC system in the Galesburg Public Safety Building. Asbestos abatement was not included as part of the bid specifications for the project.

In January 2023, Klingner & Associates prepared and provided the city bid documents for the asbestos abatement. Upon receipt, a bid advertisement was posted in the local newspaper, bid documents were posted to the City website and provided to known contractors that perform this type of service. The city received two bids to complete this work as follows:

Vendor	Location	Amount
Advanced Environmental	Davenport, IA	\$37,000
M & O Environmental	Peoria, IL	\$16,400

The low and best bid to complete the asbestos abatement was submitted by M & O Environmental in the amount of \$16,400. The city has worked with M & O Environmental before and are confident in their abilities to perform this work.

BUDGET IMPACT: Sufficient funds are available in the Planning Fund (54) for this project.

SUPPORTING DOCUMENTS: None

**COUNCIL LETTER
CITY OF GALESBURG
JANUARY 17, 2023**

AGENDA ITEM: Consider a Minor Plat of the Gale Village Re-Subdivision No 2.

SUMMARY RECOMMENDATION: The Planning and Zoning (P&Z) Commission held the required public hearing during their January 10, 2023 meeting. On a vote of 4 ayes (Members Johnson, Lee, Thomas, Uhlmann), zero nays and zero abstentions, the P&Z recommended approval of the Minor Plat. The City Manager and Director of Community Development concur with the P&Z's recommendation.

BACKGROUND: This proposed subdivision is a 2-lot subdivision of Property Identification Number 95-34-426-016, located on the west side of Gale Village Dr. If approved, Lot 2 will remain under current ownership and Lot 1 will be made available for sale and development. Lot 1 is approximately 6.02 acres.

The property is currently zoned R2, Two Family, but the owner is also requesting a zoning amendment as a separate item on the Council agenda for consideration to amend the zoning to I, Institutional.

KNOX COUNTY Zoning		Land Use
North	R1A-Single Family	US Route 34
West	R1A-Single Family	Residential
East	B2, General Business	Restaurant & vacant lots
South	R1A-Single Family	Vacant lot

BUDGET IMPACT: There would be no anticipated impact upon the budget if the Minor Plat is approved.

SUPPORTING DOCUMENTS:

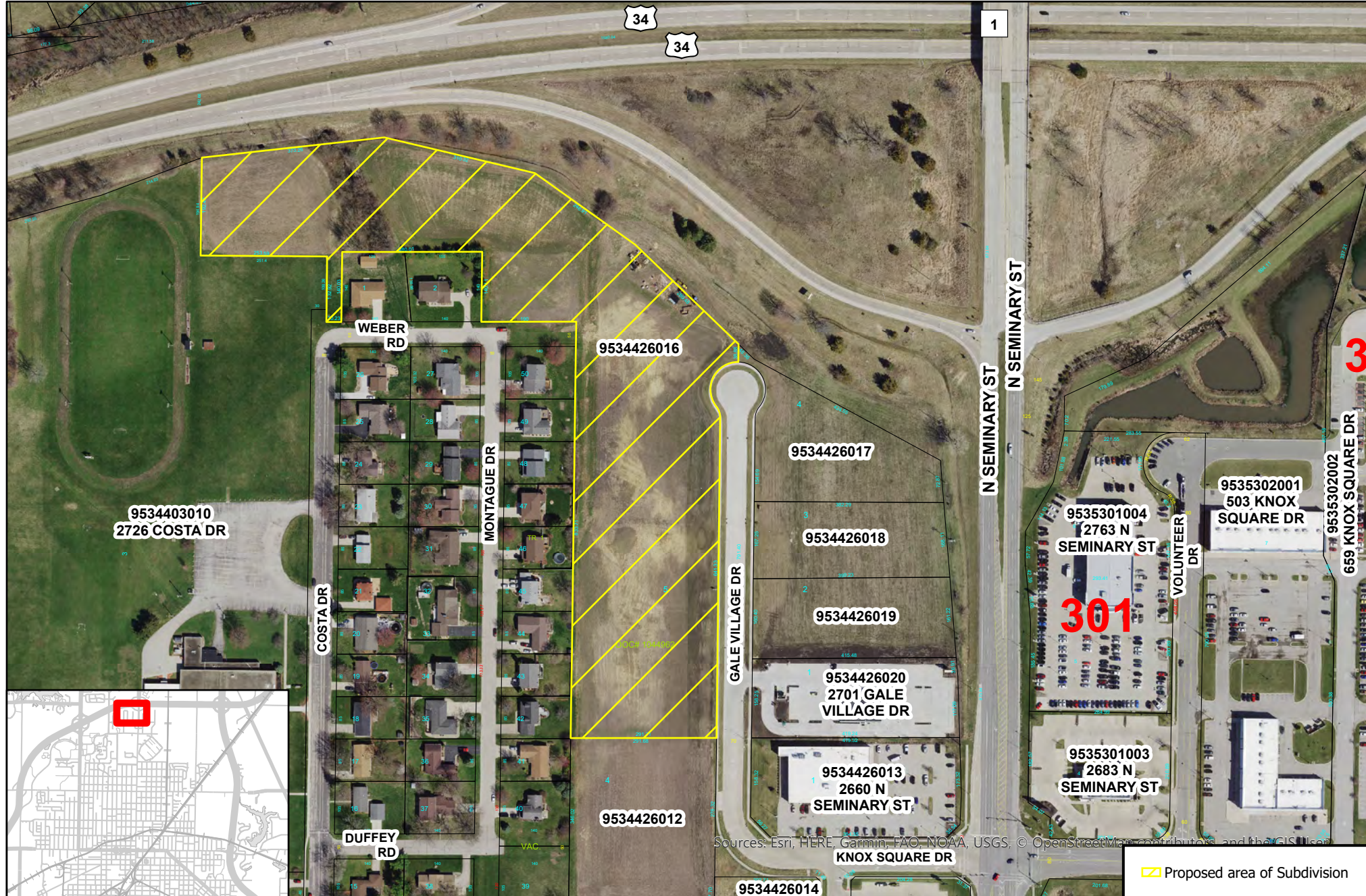
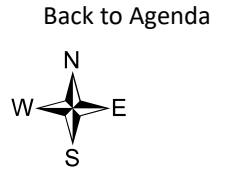
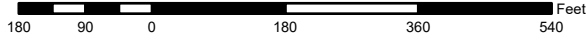
1. Aerial – General Location
2. Minor Plat of the Cooke Subdivision



Community Development Department
Operating Under Council-Manager Government Since 1957

Minor Plat

Gale Village Re-Subdivision No 2



SURVEYOR

STATE OF ILLINOIS } ss
COUNTY OF KNOX

I, JEFF A. MILLER BEING AN ILLINOIS LAND SURVEYOR, DO HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, I HAVE SURVEYED AND SUBDIVIDED INTO 2 LOTS TO BE KNOWN AS "GALE VILLAGE RE-SUBDIVISION NO. 2", BEING A SUBDIVISION OF LOT 5 IN GALE VILLAGE RE-SUBDIVISION NO. 1, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

I ALSO STATE THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE THE LAND IS WITHIN THE CORPORATE LIMITS OF THE CITY OF GALESBURG, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I FURTHER STATE THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A FLOOD HAZARD AREA AS IDENTIFIED FOR KNOX COUNTY, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER COMMUNITY PANEL NUMBER 17095C02080, WITH AN EFFECTIVE DATE OF AUGUST 2, 2011.

DATED THIS ____ DAY OF _____, 2022, A.D.

BY: JEFF A. MILLER - ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3863
LICENSE RENEWAL DATE: 11/30/2022

OWNER

STATE OF ILLINOIS } ss
COUNTY OF KNOX

THIS IS TO CERTIFY THAT MLKMM PROPERTIES, LLC IS THE OWNER AND PROPRIETOR OF THE LAND DESCRIBED ON THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE ATTACHED PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, AND ALSO DOES HEREBY DEDICATE EASEMENTS FOR UTILITIES AS SHOWN HEREON AND ALSO DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS NOT HERETOFORE DEDICATED TO THE USE OF THE PUBLIC AS PUBLIC HIGHWAYS.

I FURTHER CERTIFY THAT, AS OWNER OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS "GALE VILLAGE RE-SUBDIVISION NO. 2", TO THE BEST OF MY KNOWLEDGE, STATE THAT THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF GALESBURG COMMUNITY UNIT SCHOOL DISTRICT #205, KNOX COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____, 2022, A.D.

OWNER: _____

NOTARY PUBLIC

STATE OF ILLINOIS } ss
COUNTY OF KNOX

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2022, A.D.

NOTARY PUBLIC _____

COUNTY CLERK

STATE OF ILLINOIS } ss
COUNTY OF KNOX

THIS IS TO CERTIFY THAT I FIND NO DELINQUENT OR UNPAID TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE REAL ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DATED THIS ____ DAY OF _____, 2022, A.D.

COUNTY CLERK _____

CITY OF GALESBURG

STATE OF ILLINOIS } ss
COUNTY OF KNOX

EXAMINED AND APPROVED BY THE CITY COUNCIL OF GALESBURG

ON THIS ____ DAY OF _____, 2022, A.D.

CITY CLERK - CITY OF GALESBURG _____

PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS } ss
COUNTY OF KNOX

APPROVED THIS ____ DAY OF _____, 2022, A.D.

CITY OF GALESBURG PLANNING AND ZONING COMMISSION

OWNER & SUBDIVIDER:
MLKMM PROPERTIES, LLC
C/O MIKE MARTIN
1302 FRANK ST
GALESBURG, IL 61401

MINOR PLAT
GALE VILLAGE RE-SUBDIVISION NO. 2
BEING A SUBDIVISION OF LOT 5 IN GALE VILLAGE RE-SUBDIVISION NO. 1 IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALESBURG, KNOX COUNTY, ILLINOIS

LEGEND

- INDICATES 5/8" IRON PIN FOUND UNLESS OTHERWISE NOTED
- INDICATES 5/8" IRON PIN W/ CAP STAMPED "KCLG INC" FOUND UNLESS OTHERWISE NOTED
- (R) INDICATES RECORDED DISTANCE
- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED

GENERAL NOTES:

- DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- FIELD WORK COMPLETED NOVEMBER 15, 2022.
- SEE SHEET 2 OF 2 FOR PERIMETER DESCRIPTION, LOCATION MAP AND ADDITIONAL NOTES.

MINOR PLAT
GALE VILLAGE RE-SUBDIVISION NO. 2

KLINGNER & ASSOCIATES, P.C.
Engineers - Architects - Surveyors
Burlington, Iowa
610 N 4th Street, Suite 100
Burlington, IA 51003-2623

MINOR PLAT
GALE VILLAGE RE-SUBDIVISION NO. 2

REVISIONS:

NO.	REVISIONS:	BY	APPR	DATE
2	ADD WATER MAIN EASEMENT	BSS	JAM	12/14/22
1	GENERAL REVISIONS	BSS	JAM	11/29/22

DRAWING NO. 8053-1
SHEET NO. 1 OF 2

DATE: 11/18/22

PERIMETER DESCRIPTION:

ALL OF LOT 5 IN GALE VILLAGE RE-SUBDIVISION NUMBER 1 IN THE SOUTHEAST 1/4 OF SECTION 34, T12N, R1E OF THE 4TH PRINCIPAL MERIDIAN, CITY OF GALESBURG, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 IN GALE VILLAGE RE-SUBDIVISION NUMBER 1 AS PER FINAL PLAT RECORDED NOVEMBER 6, 2017 IN PLAT BOOK 41, PAGE 48 IN THE OFFICE OF THE KNOX COUNTY RECORDER;
THENCE N83°45'33"E 373.45' ALONG THE NORTH LINE OF SAID LOT 5;
THENCE S76°37'26"E 310.28' ALONG THE NORTH LINE OF SAID LOT 5;
THENCE S54°32'36"E 246.86' ALONG THE NORTH LINE OF SAID LOT 5;
THENCE S45°57'09"E 280.69' ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHEAST CORNER THEREOF;
THENCE S00°43'18"W 38.59' ALONG THE EAST LINE OF SAID LOT 5;
THENCE ALONG THE EAST LINE OF SAID LOT 5 123.78' ON THE ARC OF A 55.00' RADIUS CURVE CONCAVE SOUTHEASTERLY WITH A 99.26' CHORD BEARING S26°11'19"W (SAID CURVE HAVING A CENTRAL ANGLE OF 128°56'28");
THENCE ALONG THE EAST LINE OF SAID LOT 5 23.79' ON THE ARC OF A 35.00' RADIUS CURVE CONCAVE SOUTHWESTERLY WITH A 23.33' CHORD BEARING S18°48'41"E (SAID CURVE HAVING A CENTRAL ANGLE OF 38°56'12");
THENCE S00°39'36"W 641.33' ALONG THE EAST LINE OF SAID LOT 5 TO THE SOUTHEAST CORNER THEREOF;
THENCE N89°57'02"W 291.67' ALONG THE SOUTH LINE OF SAID LOT 5;
THENCE N00°40'58"E 833.79' ALONG A LINE OF SAID LOT 5;
THENCE N89°55'12"W 189.94' ALONG A LINE OF SAID LOT 5;
THENCE N00°43'31"E 140.19' ALONG A LINE OF SAID LOT 5;
THENCE N89°51'05"W 279.84' ALONG A LINE OF SAID LOT 5;
THENCE S00°45'21"W 140.06' ALONG A LINE OF SAID LOT 5;
THENCE N89°45'58"W 30.34' ALONG A LINE OF SAID LOT 5;
THENCE N00°47'13"E 132.99' ALONG A LINE OF SAID LOT 5;
THENCE S89°57'11"W 253.69' ALONG A LINE OF SAID LOT 5;
THENCE N00°36'08"E 192.57' ALONG THE WEST LINE OF SAID LOT 5 TO THE PLACE OF BEGINNING CONTAINING 10.49 ACRES MORE OR LESS SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE SOUTH LINE OF LOT 5 IN GALE VILLAGE RE-SUBDIVISION NUMBER 1 IS ASSUMED TO BEAR N89°57'02"W.



LOCATION MAP
NOT TO SCALE

GENERAL NOTES:

- 4. REFER TO FINAL PLAT OF GALE VILLAGE SUBDIVISION FILED FOR RECORD IN PLAT BOOK 41, PAGE 23 IN THE OFFICE OF THE KNOX COUNTY RECORDER.
- 5. REFER TO FINAL PLAT OF GALE VILLAGE RE-SUBDIVISION NO. 1 FILED FOR RECORD NOVEMBER 6, 2017 IN PLAT BOOK 41, PAGE 48 IN THE OFFICE OF THE KNOX COUNTY RECORDER.

DRAWN: BSS		CHECKED:		BOOK: 37		PAGE: 12		2	ADD WATER MAIN EASEMENT			BSS	JAM	12/14/22
1		GENERAL REVISIONS		BSS		JAM		1	GENERAL REVISIONS			BSS	JAM	11/29/22
NO.		REVISIONS:		BY		APPR		DATE		DATE: 11/18/22		DRAWING NO.		
KLINGNER		ENGINEERS - ARCHITECTS - SURVEYORS		Burlington, Iowa		www.klingner.com		610 N 4th Street, Suite 100		Quincy, IL, Galesburg, IL, Cantonville, IL, Pella, IA		8053-1		
610 N 4th Street, Suite 100		Quincy, IL, Galesburg, IL, Cantonville, IL, Pella, IA		Davenport, IA, Hannibal, MO, Columbia, MO		FINAL PLAT		GALE VILLAGE		RE-SUBDIVISION NO. 2		22-2171		
319.752.2603												SHEET NO.		
												2 OF 2		

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Authorize opening of a five-year protected street on Prairie Street between Main Street and Ferris Street.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of opening of a five-year protected street on Prairie Street between Main Street and Ferris Street.

BACKGROUND: Prairie Street between Main Street and Ferris Street was resurfaced in 2020. By ordinance, newly paved streets are protected from openings, cuts, or excavations in the street for a period of five years unless an emergency exists or permission is granted by the City Council. The street is currently protected until 2025, therefore approval is needed for any openings.

Stratus Networks applied for a utility permit to install fiber optic to 143 E. Main Street. The permit included boring underneath Prairie Street to connect new fiber optic from the proposed location to existing fiber on the east side of Prairie Street. Due to Prairie Street currently being protected, the City did not issue the permit and requested that Stratus submit an alternative route. A possible alternative route was proposed by Stratus using a public alley between Cherry Street and Prairie Street. However, City staff reviewed the alternative route and were unable to confirm City ownership of the entire alley.

After reviewing possible routes for the fiber, it is recommended to approve the original route requested of boring the new fiber across Prairie Street. The scope of the work in the street will be to drill a 12" core out of the street at any locations that are identified to have utilities that will be crossed. These core holes will be filled back in by the Contractor.

BUDGET IMPACT: No budget impact.

SUPPORTING DOCUMENTS:

1. Permit request



RE: Utility Permit – Galesburg, IL
143 E Main Street
Fiber network installation

November 14th, 2022

Job description

Stratus Networks proposed plan to extend our fiber optics network and provide services to 143 East Main Street, Galesburg, IL 61401. Our plan is to install vault and (1) 1.25" inner duct by directional boring along ROW at a depth of 24"- 42" to install fiber cable. The orange path represents the build path along ROW. We do not expect any traffic flow issues with the work being done in ROW. Pot holing may need to be done along build where we cross existing utilities. We will use a 12" core drill to expose existing utilities we need to cross along build in hard surfaces.

Thank you,

Otto Diveley
Stratus Networks
4700 N. Prospect Rd.
Peoria Heights, IL 61616
sdiveley@stratusnet.com
cell: 630-809-8890



Better, Simpler, Business Communications
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stratusnet.com



**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Knox County ARPA Grant to widen and resurface a section of the Lake Storey Bike Path

SUMMARY RECOMMENDATION: The City Manager and Director of Parks and Recreation recommend approval of a \$25,000 ARPA grant from Knox County to widen and resurface a section of the Lake Storey Bike Path.

BACKGROUND: In 2022, City staff submitted a grant application to Knox County for widening and resurfacing a section of the bike path on the north side of Lake Storey. Knox County selected the project for funding up to \$25,000. The City has also budgeted \$25,000 for this project from the Utility Tax Fund so there will be a total of \$50,000 available for this project. In 2019, the City widened and resurfaced approximately 500 feet of the bike path starting at the east boat ramp heading west. It is planned for the proposed work to begin where the 2019 project ended and widen and resurface the path in a westerly direction for approximately 500 feet.

The existing path varies in width from approximately 5 feet to 6 feet. It is proposed to widen the path to 10 feet and then place a new asphalt surface over the entire 10 feet of width of path. As part of the future Capital Improvement Plan it is proposed to budget additional amounts over the next four years in order to be able to get the path widened and resurfaced to connect up to the concrete path east of the three shelters east of the Lake Storey Pavilion, which is the oldest and most narrow portion of the path.

BUDGET IMPACT: In addition to the \$25,000 ARPA Grant from Knox County, the FY 2023 budget includes \$25,000 in the Utility Tax Fund for the proposed project.

SUPPORTING DOCUMENTS:

1. ARPA Grant Intergovernmental Agreement
2. Location Map

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF KNOX (GRANTEE) AND THE CITY OF
GALESBURG (BENEFICIARY) FOR USE OF ARPA FUNDS TO IMPROVE
THE MULTIPURPOSE PATH AROUND LAKE STOREY**

THIS AGREEMENT MADE AND ENTERED INTO this date by and between the COUNTY OF KNOX and the CITY OF GALESBURG, Knox County, Illinois, a Municipal Corporation

WHEREAS, the City is a Municipal Corporation organized and existing under the laws of the State of Illinois; and,

WHEREAS, the County of Knox is organized and existing under the laws of the State of Illinois; and,

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Knox County, Illinois, and

WHEREAS, both the City and County have determined through their respective governing bodies that it is in their respective best interests to enter into an Agreement for the County to provide ARPA funds toward a Grantee project

NOW THEREFORE in consideration of the promises and other mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, §10, of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and other applicable authority, the Parties hereto agree as follows:

I. Grant

- A. The Grantee agrees to provide the Beneficiary with a grant of \$25,000;
- B. This Grant is made as part of the County of Knox's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard dedication for lost revenue in order to provide government services;
- C. The Beneficiary will use these grant funds to improve and build a multi-purpose path around Lake Storey.

II. Terms

- A. The Grantee will provide funds in the form of periodic reimbursement for documented project-related expenses.

- B. Requests for reimbursement, along with documentation of expenses, will be provided to the Knox County Treasurer periodically but not more frequently than monthly, by the third Monday of the month, in order for review by the County Finance Committee and approval by the Knox County Board.
- C. All funds must be expended by Beneficiary and submitted to the Treasurer for reimbursement no later than the third Monday of December 2026.
- D. **Indemnification**
Beneficiary shall indemnify the County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Beneficiary and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where Knox County relied upon the certification of the Beneficiary that such expenses which the Beneficiary sought to have reimbursed from the Funds were eligible, and met all requirements for reimbursement, but where the Office of the Inspector General, or any other federal person, official, or agency which is charged with the auditing and review of expenditures of the Funds determines that such expenses and/or reimbursement was not permitted under the American Rescue Plan Act, the Beneficiary agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other federal funds owed to the County, or otherwise. The Beneficiary further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended the Funds which the County disbursed to the Beneficiary, including interest, attorney's fees, or any penalty provided by law. Beneficiary shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Beneficiary is obligated to indemnify, defend and hold harmless the County under this Agreement. Beneficiary shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of reimbursements to Beneficiary by the federal government. If the County determines that the Beneficiary has not used its Funds consistent with the objectives of the Program or inappropriately, or if the Beneficiary has not spent the total Funds by the end of the period of performance, the Beneficiary shall repay the amount identified by the County.

E. **Governing Law and Venue**

This Agreement shall be interpreted under, and governed by the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Knox County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

F. **Record Retention**

Per Treasury requirements, Beneficiary is required to maintain, for five (5) years after all funds have been expended or returned to Treasury by the County all financial records and supporting documents, and all other records pertinent to this Agreement. Beneficiary is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.

G. **Reporting Procedures**

The County may request ad-hoc reports and supporting documentation in addition to the reimbursement requests. The County may also request Beneficiary comply with audit requests made by the Treasury. Such reporting and requests may include documentation of invoices, submission of payroll logs, proof of contracts, etc. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Beneficiary

H. **Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

I. **Waiver**

The County's failure to act with respect to a breach by the Beneficiary does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision

J. **Certification**

The Beneficiary certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described herein. Beneficiary acknowledges that the Award is made solely upon this

certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Funds. Beneficiary understands that the funds under this Agreement are funded by the Department of Treasury Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of the American Rescue Plan Act of 2021. Beneficiary will comply with, and is subject to, all requirements of the Fund and all related guidance issued by the Department of Treasury. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Beneficiary

Knox County

President

Jared Hawkinson

Printed Name:
Title:
Date:

Knox County Board Chair

Date:

David Amor

Knox County Board Vice-Chair

Date:

Lake Storey Path

Proposed Widening and Resurfacing

[Back to Agenda](#)

Legend

-  End point for 4 year planned project (2024-2028)
-  Lake Storey Pavilion
-  of proposed project

End point for 4 year planned project (2024-2028)

Estimated end of proposed 2023 project

Start of proposed 2023 project

Google Earth

1000 ft



**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Joint Funding Agreement with the Illinois Department of Transportation (IDOT) for the Lake Storey Multi-Use Path project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the Joint Funding Agreement with IDOT.

BACKGROUND: At the October 17, 2022 Council meeting, the Preliminary Engineering Agreement was approved for the Lake Storey Multi-Use Path project. The subject funding agreement with IDOT will provide federal Illinois Transportation Enhancement Program (ITEP) funding in the amount of \$164,020 for Phase II design work for the project. Hutchison Engineering and their subconsultants will provide the engineering services for the project.

The scope of the project is to construct a multi-use path along S. Lake Storey Road from W. Lake Storey Road to just west of US 150. The Phase II design work covered under this agreement will consist of preparing detailed bid documents for construction, as well as performing appraisals and developing plats and legal descriptions for right-of-way acquisition.

The engineering agreement will be funded with \$164,020.00 in ITEP funding and \$41,005.00 in State match funding. An additional \$54,594.00 in local funds are needed to cover the balance of the approved Preliminary Engineering Agreement that totaled \$259,619.00. The total amount of ITEP funding available for Preliminary Engineering was determined by the amount included in the original application. The remaining ITEP funds awarded will be used to cover the cost of the construction of the path. It is anticipated that the project will be bid out later this year.

BUDGET IMPACT: There are sufficient funds budgeted for the local share in the Utility Tax Fund (Fund 59).

SUPPORTING DOCUMENTS:

1. IDOT Joint Funding Agreement
2. Location Map



Joint Funding Agreement PE/ROW for State-Let Construction Projects

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Galesburg		Knox	19-01502-40-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP	443003	N/A	N/A

Engineering

Right-of-Way

State Job Number	Project Number	State Job Number	Project Number
P-94-024-23	4ZL0(728)		

☒ Local Administered Engineering
 ☐ Right-of-Way
 ☐ Other

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
S Lake Storey RD Shared UsePath	CH 0030		From	To

Location Termini

West Lake Storey Road to West of Henderson Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Knox County	N/A	Remove

PROJECT DESCRIPTION

Phase I and II Engineering for a proposed multi-use path along CH 30

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for the preliminary engineering work required to complete the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.

9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered work.
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor

receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☐	1.	Location Map
☐	2.	Division of Cost
☐	3.	

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Peter Schwartzman

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

376001160 conducting business as a Governmental Entity.

DUNS Number 075614834

UEI X5FADJ8N4NL9

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an **APPOINTED official**, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
City of Galesburg	Knox	19-01502-40-BT

Engineering	Job Number	Project Number	Right-of-Way	Job Number	Project Number
	P-94-024-23	4ZL0(728)			

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Preliminary Engineering	ITEP	\$164,020.00	*	State Funds	\$41,005.00	**	Local	\$0.00	BAL	\$205,025.00
Total		\$164,020.00		Total		\$41,005.00	Total		\$0.00	\$205,025.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% ITEP Funds NTE \$164,020.00

** 20% State Match to ITEP NTE \$41,005.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



Project Location Map

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Revolving loan with Black Market Bagels, LLC.

SUMMARY RECOMMENDATION: The KCAP Loan Review Committee has recommended the approval of a \$10,000 revolving loan for a period of five years, amortized over five years, at 6.85%. The City Manager and Director of Community Development concur with the Loan Review Committee's recommendation.

BACKGROUND: City Council approved Resolution 19-19 during their September 3, 2019 meeting, which established guidelines for economic development incentives. One of those incentives was the Downtown Gap Loan program, which provides for loans up to \$100,000 or 40% of the project cost whichever is less; to be used for working capital, inventory, fixtures & furniture, machinery & equipment and build out; shall create new full-time jobs within 2 years of signed agreement; owner must have a minimum of 10% owners equity; owner must have a lender willing to finance up to 50% of the project; must be within the geographic boundaries of the Special Service Area; the term and rate of the city loan shall match that of the lender up to 10 years.

Black Market Bagels, LLC is located at 337 East Main Street and is seeking the loan to hire additional staff and purchase equipment that will make improvements to multiple processes and improve efficiency allowing them to expand their product offering.

The proposed loan meets the Downtown Gap Loan program guidelines and the city will take a 2nd position on all business assets behind F&M bank, as well as a personal guarantee for the loan from the business owner.

BUDGET IMPACT: If approved, the \$10,000 loan will be paid from CDBG Fund 25.

SUPPORTING DOCUMENTS:

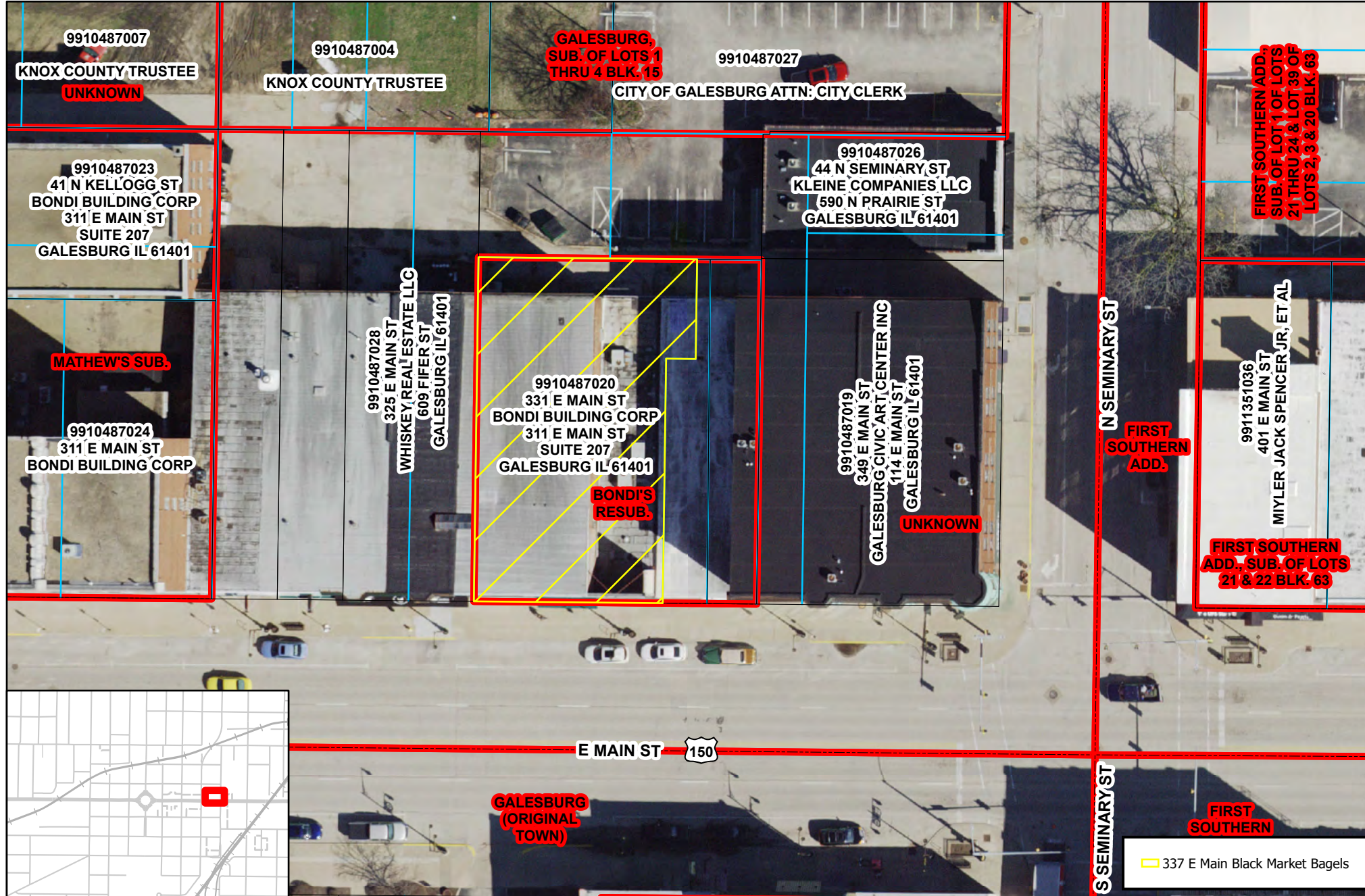
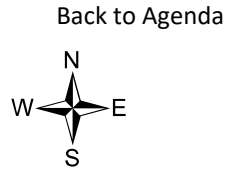
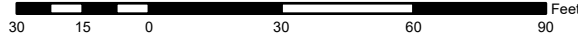
1. Aerial – General Location
2. Correspondence from Knox County Area Partnership, with Loan Review Committee recommendation
3. Loan Agreement.



Community Development Department
Operating Under Council-Manager Government Since 1957

Black Market Bagels

337 E Main St



**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



**200 E MAIN ST, STE 200
GALESBURG, IL 61401
309-343-1194**

Friday, January 20th, 2023

Honorable Members of the Galesburg City Council,

This letter is a formal recommendation for the proposed City of Galesburg revolving loan to Black Market Bagels, LLC. Black Market Bagels (BMB) is requesting \$10,000 in revolving loan funding as part of a larger \$25,000 expansion financing project in conjunction with F&M Bank. The financing will be used to purchase equipment for the company and will provide additional working capital so that Black Market Bagels can hire at least one additional employee.

Black Market Bagels is a business that was created by Keith Anderson in November of 2021 and is located on Main Street in Downtown Galesburg. Sales have been strong at BMB since the business launched and it is not uncommon for BMB to sell out of product before lunchtime. The new equipment and staff will allow BMB to achieve better efficiencies and expand into new products like breakfast sandwiches.

BMB is seeking to use the Downtown-variant of the City's revolving loan fund (RLF). The RLF requires applicants to have a participating lender that will finance at least 50% of the total project, and the applicant must be able to provide 10% of the total project in equity. For this application, both requirements are met. Applicants must also create new annual payroll within the company that is twice the amount of the loan proceeds from the City. In this case, with only \$10,000 in RLF funding being requested, the addition of a single new employee would be sufficient to meet this requirement.

The Knox County Area Partnership for Economic Development convened a meeting of our internal Revolving Loan Fund Review Committee on January 18th, 2023 to review the proposed loan. The Committee unanimously voted to recommend the approval of this loan to the Galesburg City Council with an abstention from the participating lender. The proposed loan would be fully-amortizing over a 5-year term with a 6.85% interest rate. By design, the City's loan rate and terms match what is being offered by the private lender involved. For collateral, the City would take a 2nd position blanket UCC filing on BMB's business assets and would require a personal guarantee from Keith Anderson. The complete sources and uses for this project is as follows:

**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



**200 E MAIN ST, STE 200
GALESBURG, IL 61401
309-343-1194**

Sources and Uses:

Sources:

F&M Bank:	\$12,500
Owner Equity:	\$2,500
City of Galesburg RLF:	\$10,000
Total:	\$25,000

Uses:

Equipment:	\$6,000
Working Capital	\$19,000
Total:	\$25,000

As mentioned above, the loan as presented meets or exceeds all requirements of the City of Galesburg's Downtown RLF guidelines and requires no waivers. Specifically:

1. The Company will create 2x the City's loan amount in new annual payroll.
 - a. Using \$10,000 in RLF funds, BMB will easily surpass that amount of payroll with the creation of a single new full-time position.
2. City funding limited to \$250,000 or new payroll divided by two, whichever is less.
 - a. This requirement is met.
3. City's portion does not exceed 40% of the overall project sources.
 - a. The City's portion of the total project will be exactly 40%.
4. Loan is adequately secured by collateral against loss.
 - a. The City will take a 2nd position UCC on all of BMB's business assets behind F&M Bank. The City will also ask Keith Anderson for a personal guarantee for the loan.
5. Borrower is contributing more than 10% equity.
 - a. BMB is contributing the required 10% amount of equity.

The funding for the BMB revolving loan will come from existing City Economic Development funds.

By design, KCAP's RLF Loan Review Committee consists of commercial bankers with years of lending experience and credit analysis. We feel that this expertise gives an added level of safety to the City when making loan decisions.

**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



**200 E MAIN ST, STE 200
GALESBURG, IL 61401
309-343-1194**

The KCAP Revolving Loan Fund Review Committee for this project consisted of:

- Mayor Peter Schwartzman, City of Galesburg
- Brad Clark, Tompkins State Bank
- Lance Oetting, Midwest Bank
- Mike Holloway, F&M Bank (abstained from voting)
- Steve Gugliotta, City of Galesburg
- City Manager Gerald Smith
- Amalia Hyett, IH Mississippi Valley Credit Union (provided comments, but was not able to attend the meeting)

In conclusion, the Committee voted unanimously to recommend this loan's approval to the Galesburg City Council. The Committee felt that the risk profile for this request was appropriate for City participation and that the request in whole conformed with the intent of the City's lending programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Springer".

Ken Springer, President
Knox County Area Partnership for Economic Development



REVOLVING LOAN PROGRAM

LOAN AGREEMENT

Between

CITY OF GALESBURG

and

Black Market Bagels, LLC

THIS REVOLVING LOAN AGREEMENT ("Agreement") is made as of the ____ day of February, 2023, by and between the **City of Galesburg** ("Lender") and **Black Market Bagels, LLC, an Illinois Limited Liability Company** ("Borrower").

WHEREAS, the Lender is interested in expanding its economic base with the primary emphasis on creating and retaining jobs;

WHEREAS, the Borrower is interested in expanding into new products, achieving better efficiencies with current processes and expanding its employment base;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. GENERAL DEFINITIONS

- 1.1 "Affiliate" shall mean any person which, directly and/or indirectly, owns or controls at least twenty percent (20%) of the outstanding voting securities of Borrower or any Subsidiary, or which is controlled by or is under common control with Borrower, or any stockholders or partners of Borrower, or any Subsidiary. For the purpose of this definition, "**control**" means the possession, directly or indirectly, or the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.
- 1.2 "Application" shall mean all materials submitted by Borrower to Lender in connection with its request for financial assistance.
- 1.3 "Budget" shall mean the budget set forth on Exhibit B attached hereto and made a part hereof, which budget reflects the manner in which Loan proceeds will be expended on the Project.
- 1.4 "Collateral" shall mean all property of Borrower in which Lender has been granted a lien or security interest pursuant to the Security Documents.
- 1.5 "Default" shall mean the occurrence or existence of any one or more of the events described in Section 6.1 of this Agreement.
- 1.6 "Default Rate" shall mean an Interest Rate of twelve percent (12%) per annum.
- 1.7 "Interest Rate" shall mean the rate of interest specified in the Note as the rate of interest payable with respect to the outstanding principal amount of the Loan.
- 1.8 "Loan" shall mean the loan or loans made, or to be made, by Lender to Borrower under this Agreement.

- 1.9 “Note” shall mean the promissory note of even date herewith evidencing the Loan executed by Borrower payable to the order of Lender, the form of which is attached hereto as Exhibit A and made a part hereof.
- 1.10 “Person” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party, or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).
- 1.11 “Project” shall mean the project described on Exhibit B attached hereto and made a part hereof, which project is to be financed in whole or part by Loan proceeds.
- 1.12 “Security Agreement” shall mean the Security Agreement dated of even date herewith pursuant to which Borrower has granted Lender a security interest in the Collateral.
- 1.13 “Security Documents” shall mean the Security Agreement and all agreements, instruments, documents, financing statements, warehouse receipts, bills of lading, notices of assignment of accounts, schedules of accounts assigned, mortgages, guarantees and other written matter necessary or requested by Lender to perfect and maintain perfected Lender’s security interest in the Collateral or to secure repayment of the Loan.
- 1.14 “Subsidiary” shall mean any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation is at the time, directly or indirectly, owned by Borrower and/or one or more Subsidiaries of Borrower.

Any accounting terms used in this Agreement which are not specifically defined shall have the meanings customarily given them in accordance with Generally Accepted Accounting Principles.

II. THE LOAN

- 2.1 Agreement to Lend. Lender agrees on the terms and conditions set forth in this Agreement, to lend to Borrower the sum of Ten Thousand Dollars - \$10,000. The Loan shall be evidenced by the Note and shall be repayable in accordance with the terms thereof.
- 2.2 Term of Loan. The Loan shall be repaid in accordance with the terms of the “Note”, Exhibit A of this Loan Agreement.

III. CONDITIONS TO LOANS

The obligation of Lender to make advances with respect to the Loan is subject to the satisfaction of the following conditions:

- 3.1 Representation and Warranties. On and as of the date each advance by Lender with respect to the Loan is made, the representations and warranties set forth in Article IV shall be true.
- 3.2 No Default. On and as of the date each advance by Lender with respect to the Loan is made, no Default shall exist and be continuing.
- 3.3 Evidence of Other Financing. On or prior to the date of the initial advance with respect to the Loan, the debt and equity financing of borrower related to project, as set forth on Exhibit C attached hereto and made a part hereof, shall be in amount, form and substance acceptable to Lender and Lender shall have received evidence satisfactory to it that Exhibit C is true and correct.
- 3.4 Note. On or prior to the date of the initial advance with respect to the Loan, the Note shall have been executed and delivered to Lender.
- 3.5 Collateral. On or prior to the date of the initial advance with respect to the Loan, the Security Document shall have been executed and delivered to the Lender and Lender shall be satisfied that its liens and security interests in the Collateral are perfected and subject only to those prior liens or security interests set forth on Exhibit D attached hereto and made a part hereof.
- 3.6 Corporate or Partnership Documents. On or prior to the date of the initial advance with respect to the Loan, Lender shall have received a certified copy of the Borrower's Articles of Incorporation and By-Laws or Partnership Certificate and Partnership Agreement, as the case may be, evidence of Borrower's good standing and resolutions of the Board of Directors of the Borrower or the general partner, as the case may be, authorizing the borrowing under this Agreement and such additional supporting documents as Lender may request.
- 3.7 Legal Matters. On or prior to the date of the initial advance with respect to the Loan, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to Lender.

IV. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that:

- 4.1 Corporate or Partnership Existence and Power. Borrower is a corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or (If Borrower is not a corporation or partnership, certain of the provisions of Articles III, IV and V are inapplicable, all as described in Section 8.9) partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.
- 4.2 Corporate or Partnership Authorization; Governmental Authorization. The execution, delivery and performance by Borrower of this Agreement, the Note and the Security Documents are within Borrower's corporate or partnership powers, have been duly authorized by all necessary corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Borrower, as the case may be.
- 4.3 Binding Effect. This Agreement, the Note and the Security Documents constitute valid and binding agreements of Borrower.
- 4.4 Accuracy of Application. The Application is in all respects true and accurate except as modified by Exhibit B and there are no omissions or other facts or circumstances which may be material to the Project except as disclosed on the Application or on Exhibit B.
- 4.5 Collateral. Borrower has good title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described on Exhibit D.
- 4.6 Financials. The financial statements delivered to Lender pursuant to the Application and Section 5.3 fully and accurately present the financial condition of Borrower. No material adverse change in the condition, financial or otherwise, of Borrower has occurred since the date of the financial statements most recently delivered to Lender.
- 4.7 No Default. Borrower is not, and will not be, as a result of the execution, delivery and performance of this Agreement, in default in the performance, observation or fulfillment of any covenant or obligation contained in any material agreement or other instrument to which Borrower is a party.
- 4.8 Litigation. There are no actions or proceedings which are pending or, to the best of Borrower's knowledge, threatened against Borrower or any other Person which might result in any material adverse change in Borrower's operations, its assets or the collateral, except as previously disclosed by Borrower and acknowledged by Lender.

- 4.9 ERISA. Borrower has received no notice to the effect that it is not in full compliance with any of the requirements of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and the regulations promulgated thereunder and, to the best of its knowledge there exists no event described in Section 4043 of ERISA, excluding subsections 4043(b) (2) and 4043(b) (3) thereof.
- 4.10 Taxes. Borrower has filed all federal, state and local tax returns and other reports, or has been included in consolidated returns or reports filed by an Affiliate, which Borrower is required by law to file and all charges that are due and payable have been paid.
- 4.11 Intellectual Property. To the best of Borrower's knowledge, Borrower has appropriate licenses, patents, patent applications, copyrights, trademarks and trade names to conduct its business, to undertake and complete the Project and to protect its proprietary information.
- 4.12 Bribery. Neither Borrower nor, to the best of Borrower's knowledge, any of Borrower's employees have been convicted of bribing or attempting to bribe an officer or employee of the City of Galesburg, nor has the Borrower made an admission of guilt of such conduct which is a matter of record.

V. COVENANTS AND CONTINUING AGREEMENTS

Borrower agrees that so long as any amount of the Loan remains unpaid:

- 5.1 Project. Borrower shall at all times perform the Project in accordance with the description on Exhibit B and will use all proceeds of the Loan to finance the Project in accordance with the Budget set forth on Exhibit B.
- 5.2 Audit. Borrower shall keep detailed records of the Project and the use of Loan proceeds.
- 5.3 Financial Statements. Borrower shall furnish to Lender: As soon as available, but not later than 120 days after the end of each fiscal year of Borrower, a true and correct copy of Borrower's federal income tax return for such year just ended, prepared by a tax preparer. Furthermore, Borrower shall provide as often as requested by Lender, an unaudited financial statement of Borrower as at the end of the quarter of Borrower's fiscal year then elapsed, certified by Borrower's principal financial officer and prepared in accordance with Generally Accepted Accounting Principles and fairly presenting the financial position and results of all operations of Borrower for such quarter.
- 5.4 Corporate or Partnership Existence. Borrower shall do all things necessary to preserve and keep in full force and effect it's corporate or partnership existence, as the case may be.

- 5.5 Taxes, Etc. Borrower shall pay and discharge all taxes and governmental charges imposed upon it and shall maintain such workmen's compensation insurance, unemployment insurance, retirement benefits and health benefits as may be required by law.
- 5.6 Insurance. Borrower shall keep and maintain its property insured for its full insurable value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. If Borrower's property is located in an area designated as a flood hazard area, Borrower shall maintain federal flood insurance if such coverage is available. All insurance policies shall be in form, substance and amount satisfactory to Lender, and shall contain an endorsement showing loss payable to Lender, as its interest shall appear. Such endorsement shall provide that the insurance companies shall give Lender at least 30 days prior written notice before any such policy shall be altered or canceled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy in case of loss or damage. Borrower hereby directs all insurers under such policies to pay all proceeds payable thereunder directly to Lender. From and after a default, Borrower irrevocably makes, constitutes and appoints Lender as Borrower's attorney (and agent-in-fact) for the purpose of making, settling or adjusting claims under such policies, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies and for making all determinations and decisions with respect to such policies. If Borrower shall fail to obtain or maintain any of the policies required by this Section 5.6 or to pay any premium relating thereto, then Lender, without waiving or releasing any obligation or default by Borrower hereunder, may (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable.
- 5.7 Maintenance of Assets. Borrower shall at all times maintain its assets and shall not assign, sell, encumber, pledge or grant any lien or security interest in the Collateral except for sales in the ordinary course of business and as otherwise expressly provided for and consented to by Lender pursuant to this Agreement.
- 5.8 Corporate Reorganization. Borrower shall not, without Lender's prior written consent, merge or consolidate with any Person, sell or distribute a substantial portion of its assets or acquire capital stock or assets of any Person.
- 5.9 Capital Stock. Borrower shall not, without Lender's prior written consent, declare or pay any dividend or distribution on its capital stock which would materially adversely affect Borrower's ability to perform under the terms and conditions of this Agreement, or redeem, retire or purchase its capital stock or make any payment or distribution on account of its partnership interests, as the case may be, or make any material change in its capital structure.
- 5.10 Interested Transactions. Borrower shall not enter into any transaction with any Affiliate, officer, director, stockholder or partner of Borrower, as applicable,

except in the ordinary course of and pursuant to the reasonable requirements of Borrower's business and upon fair and reasonable terms which are fully disclosed to Lender and are no less favorable to Borrower than Borrower would obtain in a comparable arm's length transaction with a Person not an Affiliate, officer, director, stockholder or partner of Borrower, as applicable.

- 5.11 Loans to Certain Persons. Borrower shall not make any loans or other advances of money (other than salary) to officers, directors, and individual stockholders of Borrower. Further, Borrower shall obtain Lender's prior written consent when making loans to partners or Affiliates of Borrower when said loan is made on terms and conditions less favorable to Borrower than Borrower would obtain in an arm's length transaction with a Person not an Affiliate or partner of Borrower, as applicable.
- 5.12 Compliance with Law. Borrower shall comply with all applicable state and federal law and regulations promulgated thereunder. Borrower shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or disability, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto. Borrower shall also comply with all provisions identified in Exhibit E.
- 5.13 WIA Use. Borrower agrees to utilize the Workforce Investment Act where possible.
- 5.14 New Debt. Borrower agrees to not secure additional new debt without Lenders prior written consent.

VI. DEFAULTS

- 6.1 Defaults. If one or more of the following events ("Defaults") shall have occurred and be continuing:
- (a) Borrower shall fail to pay within five (5) days of when due, any amount due under the Note or other amount payable to Lender under this Agreement;
 - (b) Borrower shall fail to observe or perform any covenant, requirement, or agreement contained in this Agreement, including the Exhibits hereto, for ten (10) days after written notice thereof has been given to the Borrower by Lender;
 - (c) Any representation, warranty, certificate or statement made by Borrower in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement of other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- (d) A default shall occur with respect to any indebtedness of Borrower for Borrowed money or with respect to any material agreement or instrument to which Borrower is a party;
- (e) Borrower shall fail to observe or perform any covenant or agreement contained in any Security Document or a default shall occur under any Security Document;
- (f) Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- (g) An involuntary case or other proceeding shall be commenced against Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or thereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Borrower under the federal bankruptcy laws as now or hereafter in effect;
- (h) There shall be entered against Borrower one or more judgements or decrees in excess of \$10,000 in the aggregate at any time outstanding, excluding judgements or decrees which have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from entry thereof and judgements to the extent covered by insurance;
- (i) Borrower ceases business operations in the Lender's community for any reason, including, but not limited to, fire or other casualty for one hundred and eighty (180) consecutive days;
- (j) Borrower fails to create/retain jobs as identified in Exhibit B or meet the low and moderate income benefit requirements;
- (k) Borrower relocates the business outside of the corporate limits of the Lender's community;
- (l) Borrower sells the real property upon which the property is located at 337 E Main St, Galesburg, IL 61401. Then, Lender may declare the Loan to be immediately due and payable without presentment, demand, protest or other notice of any kind, all which are hereby waived by Borrower.

- 6.2 Remedies with Respect to Collateral. If a Default shall have occurred, Lender shall have such rights with respect to the Collateral as are specified in the Security Documents.
- 6.3 Interest Upon Default. During such period as a Default shall have occurred and be continuing, interest on the Loan shall accrue and be payable at Default Rate.

VII. REMEDIES & TERMINATION

- 7.1 Notice and Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall notify the defaulting party in writing of such Event of Default and material adverse impact it has caused, whereupon the defaulting party shall have thirty (30) days from its receipt of such notice to cure such Event of Default; provided, however, that if the Event of Default is not reasonably capable of being cured within thirty (30) days, the defaulting party shall not be deemed to be in default of its obligations hereunder so long as it begins to cure such failure or violation within such thirty (30) day period and thereafter uses its best efforts to pursue and implement a cure.
- 7.2 Remedies with Respect to Collateral. If a Default shall have occurred, Lender shall have such rights with respect to the Collateral as are specified in the Security Documents.
- 7.3 Alternative Remedies. After the applicable cure period for any Event of Default by Borrower has expired without cure, the Lender may, as an alternative to the rights specified in this Loan Agreement, have the right to impose reasonable special conditions or restrictions upon Borrower with respect to the defaulted obligation, with which Borrower shall comply, including the following:
 - (a) Requiring additional, more detailed financial reports and monitoring;
 - (b) Requiring Borrower to obtain, at Borrower's expense, additional technical or management assistance in substitution for any technical or management services failure which formed the basis of the default;
 - (c) Establishing additional prior approvals;
 - (d) Requiring Borrower, within a time period established by the Lender, to prepare a revised plan for implementation; or
 - (e) Requiring Borrower to terminate defaulting Contractors.
- 7.4 Termination. If Borrower shall fail to cure any Event of Default upon notice and within the time for cure provided for herein, the Lender may, by written notice to Borrower, terminate this Agreement and may pursue such other rights and remedies as the Lender may be entitled to at law or equity.

VIII. MISCELLANEOUS

- 8.1 Notices. Notice required hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 8.2 General Indemnification. Borrower shall fully and completely indemnify, defend and hold harmless Lender for all losses, costs, expenses (including attorneys' fees and expenses and cost of settlement), damages, penalties, actions, judgments, suits or other liabilities, or disbursement of any kind, which Lender may incur or which may be imposed upon or asserted against Lender in any way relating to or arising out this Agreement or Borrower's use of the proceeds of the Loan.
- 8.3 Right of Inspection; Reporting. Lender shall have the right of access, at all reasonable hours, to Borrower's premises and books and records for purposes of inspection of the Collateral and determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Borrower shall furnish to Lender such information as Lender may reasonably request with respect to this Agreement or the Project.
- 8.4 Expenses. Borrower shall pay on demand all out-of-pocket expenses incurred by Lender in connection with the perfection of Lender's rights in the Collateral (including recording and filing fees, UCC lien searches, mortgage taxes, title insurance and survey costs and documentary stamp and other taxes) and the enforcement of the rights of Lender in connection with this Agreement or with the borrowings hereunder.
- 8.5 Survivals. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of the Loan herein contemplated and shall continue in full force and effect so long as any portion of the Loan shall be outstanding and unpaid.
- 8.6 No Waivers. No failure or delay by Lender in exercising any right, power or privilege hereunder or under any Security Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 8.7 Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 8.8 Integration. This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

- 8.9 Borrower Not A Corporation or a Partnership. In the event that Borrower is not organized as a corporation or a partnership, Sections 3.6, 4.1, 4.2 and 5.4 shall not apply to Borrower, provided that Borrower represents and warrants that it possesses all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.
- 8.10 Illinois Law. This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 8.11 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 8.12 Amendments. No modification of or waiver of any provision of this Agreement, the Note or any of the Security Documents shall be effective unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Black Market Bagels, LLC.

Keith B. Anderson, Owner/Manager

ATTEST:

Kelli R. Bennewitz, City Clerk

CITY OF GALESBURG

By:

Peter Schwartzman, Mayor
City Hall
55 West Tompkins Street
P.O. Box 1387
Galesburg, Illinois 61402-1387

EXHIBIT A
to Loan Agreement between
CITY OF GALESBURG
and
Black Market Bagels, LLC

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, of **Black Market Bagels, LLC** (the “Borrower”), hereby unconditionally promises to pay to the order of the **City of Galesburg** (the “Lender”), the principal sum of **Ten Thousand (\$10,000.00)** or such lesser amount as may have been advanced by Lender under the Loan Agreement dated of even date herewith between Borrower and Lender, together with the interest on the unpaid principal balance thereof at an interest rate per annum equal at all times to **six and eighty-five hundredths percent (6.85%)**. In the event of a “Default” as defined in the Loan Agreement, Borrower shall pay interest from the date of Default until payment in full of all principal and interest due on the loan or cure satisfactory to Lender at a per annum rate of twelve percent (12%). Interest shall be computed on the basis of a year of 360 days and actual days elapsed and shall be payable on the first day of each calendar month for the immediately preceding month.

The principal indebtedness evidenced hereby shall be payable according to the following schedule:

- a) The first day of the loan shall commence on **February 7, 2023**,
- b) The first payment on the loan shall be **March 1, 2023**,
- c) For the first payment and on the same day of each month thereafter, for **5 years**, Borrower shall pay Lender a monthly installment of **\$197.00**, with all payments applied first to interest then to principal,
- d) On the last day of the loan, being **February 1, 2028**, Borrower shall pay Lender a final payment of **\$197.00** or an installment in the amount necessary to repay the unpaid principal amount of the loan and accrued interest made under the Loan Agreement in full.

This Promissory Note may be prepaid in whole or in part at any time or from time to time without fee or penalty. Both principal and interest are payable and prepayable in lawful money of the United States of America to Lender at Galesburg, Illinois, in immediately available funds. All advances made by Lender to Borrower under the Loan Agreement and all payments made on account of principal and interest hereof shall be recorded by Lender on the books and records of Lender.

The Promissory Note is issued pursuant to the Loan Agreement and is subject to the terms thereof. Upon the happening of certain events described in the Loan Agreement, this Promissory Note may be declared by Lender to be immediately due and payable.

Should the indebtedness represented by this Promissory Note or any part thereof be collected at law or in equity or in bankruptcy, receivership or other court proceedings or this

Promissory Note is placed in the hands of attorneys for collection after Default, Borrower agrees to pay, in addition to the principal and interest due and payable hereon, reasonable attorney's fees and costs of collection.

Borrower and any endorser hereof hereby waive presentment for payment, notice of dishonor, protest and notice of protest and other notices of every kind, and, to the fullest extent permitted by law, all rights to plead any statute of limitations as a defense to any action hereunder. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

This Promissory Note shall be governed by, and for all purposes construed in accordance with, the laws of the State of Illinois.

Dated this _____ day of **February**, 2023.

Black Market Bagels

By: _____
Keith B. Anderson, Owner/Manager

[Next Page is full Amortization Schedule]

BLACK MARKET BAGELS LLC

Compound Period: Monthly

Nominal Annual Rate: 6.850 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	02/07/2023	10,000.00	1		
2	Payment	03/01/2023	197.00	60	Monthly	02/01/2028

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/07/2023				10,000.00
1	03/01/2023	197.00	41.29	155.71	9,844.29
2	04/01/2023	197.00	56.19	140.81	9,703.48
3	05/01/2023	197.00	55.39	141.61	9,561.87
4	06/01/2023	197.00	54.58	142.42	9,419.45
5	07/01/2023	197.00	53.77	143.23	9,276.22
6	08/01/2023	197.00	52.95	144.05	9,132.17
7	09/01/2023	197.00	52.13	144.87	8,987.30
8	10/01/2023	197.00	51.30	145.70	8,841.60
9	11/01/2023	197.00	50.47	146.53	8,695.07
10	12/01/2023	197.00	49.63	147.37	8,547.70
2023 Totals		1,970.00	517.70	1,452.30	

11	01/01/2024	197.00	48.79	148.21	8,399.49
12	02/01/2024	197.00	47.95	149.05	8,250.44
13	03/01/2024	197.00	47.10	149.90	8,100.54
14	04/01/2024	197.00	46.24	150.76	7,949.78
15	05/01/2024	197.00	45.38	151.62	7,798.16
16	06/01/2024	197.00	44.51	152.49	7,645.67
17	07/01/2024	197.00	43.64	153.36	7,492.31
18	08/01/2024	197.00	42.77	154.23	7,338.08
19	09/01/2024	197.00	41.89	155.11	7,182.97
20	10/01/2024	197.00	41.00	156.00	7,026.97
21	11/01/2024	197.00	40.11	156.89	6,870.08
22	12/01/2024	197.00	39.22	157.78	6,712.30
2024 Totals		2,364.00	528.60	1,835.40	
23	01/01/2025	197.00	38.32	158.68	6,553.62
24	02/01/2025	197.00	37.41	159.59	6,394.03
25	03/01/2025	197.00	36.50	160.50	6,233.53
26	04/01/2025	197.00	35.58	161.42	6,072.11
27	05/01/2025	197.00	34.66	162.34	5,909.77
28	06/01/2025	197.00	33.73	163.27	5,746.50
29	07/01/2025	197.00	32.80	164.20	5,582.30
30	08/01/2025	197.00	31.87	165.13	5,417.17
31	09/01/2025	197.00	30.92	166.08	5,251.09
32	10/01/2025	197.00	29.97	167.03	5,084.06
33	11/01/2025	197.00	29.02	167.98	4,916.08
34	12/01/2025	197.00	28.06	168.94	4,747.14
2025 Totals		2,364.00	398.84	1,965.16	
35	01/01/2026	197.00	27.10	169.90	4,577.24
36	02/01/2026	197.00	26.13	170.87	4,406.37

37	03/01/2026	197.00	25.15	171.85	4,234.52
38	04/01/2026	197.00	24.17	172.83	4,061.69
39	05/01/2026	197.00	23.19	173.81	3,887.88
40	06/01/2026	197.00	22.19	174.81	3,713.07
41	07/01/2026	197.00	21.20	175.80	3,537.27
42	08/01/2026	197.00	20.19	176.81	3,360.46
43	09/01/2026	197.00	19.18	177.82	3,182.64
44	10/01/2026	197.00	18.17	178.83	3,003.81
45	11/01/2026	197.00	17.15	179.85	2,823.96
46	12/01/2026	197.00	16.12	180.88	2,643.08
2026 Totals		2,364.00	259.94	2,104.06	
47	01/01/2027	197.00	15.09	181.91	2,461.17
48	02/01/2027	197.00	14.05	182.95	2,278.22
49	03/01/2027	197.00	13.00	184.00	2,094.22
50	04/01/2027	197.00	11.95	185.05	1,909.17
51	05/01/2027	197.00	10.90	186.10	1,723.07
52	06/01/2027	197.00	9.84	187.16	1,535.91
53	07/01/2027	197.00	8.77	188.23	1,347.68
54	08/01/2027	197.00	7.69	189.31	1,158.37
55	09/01/2027	197.00	6.61	190.39	967.98
56	10/01/2027	197.00	5.53	191.47	776.51
57	11/01/2027	197.00	4.43	192.57	583.94
58	12/01/2027	197.00	3.33	193.67	390.27
2027 Totals		2,364.00	111.19	2,252.81	
59	01/01/2028	197.00	2.23	194.77	195.50
60	02/01/2028	197.00	1.50	195.50	0.00
2028 Totals		394.00	3.73	390.27	
Grand Totals		11,820.00	1,820.00	10,000.00	

Last interest amount increased by 0.38 due to rounding.

EXHIBIT B
to Loan Agreement between
CITY of GALESBURG
and
Black Market Bagels, LLC

Description of Project

The **City of Galesburg** has monies available in its Revolving Loan Fund to aid business within the community. The City will loan monies from this fund to **Black Market Bagels, LLC** to assist the business in purchasing working capital and inventory **at 337 East Main Street to operate a bagel shop.**

The uses of funds and the financing required for the project are provided in the “Project Budget” below. The City’s loan of **\$10,000** is being provided at **six and eighty-five hundredths percent (6.85%) over a term of five (5) years, amortized over five (5) years.** The project will result in the **creation of 1 full-time equivalent job within 24 months of the execution of the loan agreement.**

Project Budget

<u>USES OF FUNDS</u>			<u>SOURCES OF FUNDS</u>		
Machinery & Equipment	\$6,000	24%	F&M Bank loan	\$12,500.00	50%
Acquisition of Land/Bldg	\$0	0%	Owner's Equity	\$2,500.00	10%
Inventory	\$0	0%	City of Galesburg - (RLF)	\$10,000.00	40%
Working Capital	\$19,000	76%			
Construction	\$0	0%			
TOTAL USES	\$25,000	100%	TOTAL SOURCES	\$25,000	100%

EXHIBIT C
to Loan Agreement between
CITY of GALESBURG
and
Black Market Bagels, LLC

OTHER FINANCING OF BORROWER

<u>SOURCES OF FUNDS</u>			Interest Rate	Term	Amortized	Lien Position
F&M Bank loan	\$12,500.00	50%	6.85	5 yrs	5 yrs	1 st
Owner's Equity	\$2,500.00	10%				
City of Galesburg - (RLF)	\$10,000.00	40%	6.85	5 yrs	5 yrs	2 nd
TOTAL SOURCES			\$25,000	100%		

EXHIBIT D
to Loan Agreement between
CITY of GALESBURG
and
Black Market Bagels, LLC

OTHER LIENS, CLAIMS or ENCUMBRANCES AGAINST the COLLATERAL

F&M Bank:

- First position UCC-1 filing to the IL Secretary of the State for all business assets,

The City of Galesburg will secure its loan through:

- Second position UCC-1 filing to the IL Secretary of the State for all business assets,
- a Security Agreement for all business assets,
- a Continuing Personal Guarantee from Keith B. Anderson,

List of Collateralized Items

All equipment of the Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, office and recordkeeping equipment, parts and tools, and the good described in any equipment schedule or list furnished to the Secured Party by the Debtor (but no such schedule or list need be furnished in order for the security interest to be valid as to all of Debtor's equipment).

EXHIBIT E
to Loan Agreement between
CITY of GALESBURG
and
Black Market Bagels, LLC

AGREEMENT TO COMPLY WITH THE
ILLINOIS PREVAILING WAGE RATE ACT

I hereby agree to the City of Galesburg, Knox County, Illinois, that all work under this project shall comply with the Prevailing Wage Rate Act (Act) of the State of Illinois, Illinois Compiled Statutes, 1987, Chapter 820, par. 130/31, et. seq, and as amended by Public Acts 86-799 and 86-693.

I understand that all contractors and subcontractors will be required to follow the Act found at the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. Per the Act, contractors and subcontractors are required, among other things, to complete and submit a "Certified Transcript of Payroll" (CTP) which includes:

- 1) an Affidavit – Weekly Statement of Compliance (Form IL452CM01 Cover Page)
- 2) a Payroll Record – Weekly report of payroll allotments for each employee (Form IL452CM01)

I agree that I will require the general contractor of the project to sign an affidavit with the City requiring them to: a) comply with the Act b) submit any bids on the project to be quoted with IL Prevailing Wage Rates for Knox County, IL, c) collect the weekly CTP's for itself and all subcontractors on the project, and d) submit CTP's to the City no later than two weeks from end of a given pay period.

I also agree that if I or the general contractor fails to abide by the Act and meet the above requirements for the project, the City will consider this as a condition of Default under any agreement by which the funds were obtained for the project.

Funding Agreement: **Loan**

Project Name: **Black Market Bagels, LLC**

Business Location: **337 E Main Street, Galesburg IL 61401**

Dated this _____ day of February, 2023.

Authorized Signature: _____ Printed Signature: Keith B. Anderson, Owner/Manager

SECURITY AGREEMENT

This Security Agreement between the **City of Galesburg**, an Illinois Municipal Corporation ("Lender") and **Black Market Bagels, LLC** ("Borrower") is dated as of February, 2023.

Lender and Borrower have entered into a Loan Agreement dated as of February, 2023 ("Loan Agreement"). Each capitalized term used herein shall have the meaning assigned in the Loan Agreement unless otherwise defined herein.

(1) To secure the Loan (as defined in the Loan Agreement) and all of the Borrower's other payment and performance obligations under the Loan Agreement, Borrower hereby grants to Lender a continuing security interest in and to all of the property and interests in property of Borrower identified below by a marking in the space applicable thereto, whether such property is now owned or existing or hereafter acquired or arising and located at the Galesburg project as described in Exhibit B of the Loan Agreement (hereinafter) termed the "Collateral"):

- ☐ (i) The real estate property at: **(INSERT ADDRESS)** to be secured with a mortgage;
- ☐ (ii) All accounts, contract rights, chattel paper, instruments and documents;
- ☒ (iii) All equipment and fixtures, including without limitations, furniture, machinery, vehicles and trade fixtures, together with any and all accessories, parts and appurtenances thereto, substitutions therefore and replacements thereof;
- ☐ (iv) All choses in action, causes of action and all other intangible personal property of every kind and nature including, without limitation, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims and any letters of credit, guarantee claims, security interests or other security held by or granted to Borrower;
- ☐ (v) All inventory, goods, merchandise and other personal property, including without limitation, goods in transit, wheresoever located, which are or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work in process, supplies or materials, used or consumed in Borrower's business;
- ☐ (vi) All insurance proceeds relating to any of the foregoing;
- ☐ (vii) All books and records relating to any of the foregoing; and
- ☐ (viii) All accessions and additions to substitutions for, and replacements, products and proceeds of any of the foregoing.

- (2) Borrower shall make appropriate entries on its financial statements and books and records disclosing Lender's security interest in the Collateral.
- (3) At Lender's request, Borrower shall execute and/or deliver to Lender, at any time or times hereafter, all Security Documents that Lender may reasonably request, in form and substance acceptable to Lender and pay the costs of any recording or filing of the same. Upon the occurrence of a Default, Borrower hereby irrevocably makes, constitutes and appoints Lender (all Persons designed by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of Borrower on any of the Documents to such a carbon, photographic, photostatic, or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement.
- (4) Lender (by an of its officers, employees and/or agents) shall have the right, at any time or times during Borrower's usual business hours, without prior notice, to inspect the Collateral, all records related thereto (and to make extracts from such records) and the premises upon which any of the Collateral is located, to discuss Borrower's affairs and finances with any Person and to verify the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral.
- (5) Borrower's chief executive office, principal place of business and all other offices and locations of the Collateral and books and records related thereto (including, without limitation, computer programs, printouts and other computer materials and records concerning the Collateral) are set forth on Exhibit A attached hereto and made a part hereof. Borrower shall not remove its books and records or the Collateral from such locations (except for removal of Inventory upon its sale) and shall not open any new offices or relocate any of its books and records or the Collateral except within the continental United States of America with at least thirty (30) days prior written notice thereof to Lender.
- (6) Borrower shall at all times keep the Collateral in good repair.
- (7) Borrower shall not sell or dispose of any Collateral except for sales of inventory in the ordinary course of its business.
- (8) Borrower has not, during the preceding five years, been known as or used any other corporate or fictitious name.
- (9) Upon and after the occurrence of a Default, Lender shall have the following rights and remedies:
 - (i) All of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, all of which rights and remedies shall be cumulative,

- and none exclusive to the extent permitted by law, in addition to any other rights and remedies contained in the Loan Agreement or in this Security Agreement.
- (ii) The right to (a) enter upon the premises of Borrower or any other place or places where the Collateral is located and kept, without any obligations to pay rent to Borrower, through self-help and without judicial process or first obtaining a final judgement or giving Borrower notice and opportunity for a hearing on the validity of a Lender's claim, and remove the Collateral from such premises and places to the premises of Lender or any agent of Lender, for such time as Lender may require to collect or liquidate the Collateral, and/or (b) require Borrower to deliver the collateral to Lender at a place to be designed by Lender;
 - (iii) The right to (a) notify account debtors that accounts receivable have been assigned to Lender and that Lender has a security interest therein and (b) direct such account debtors to make all payments due from them to Borrower upon the accounts receivable directly to Lender or to a lock box designed by Lender. Lender shall promptly furnish Borrower with a copy of any such notice, in Lender's stationery, in which event, Borrower shall co-sign such notice with Lender.
 - (iv) The right to sell or to otherwise dispose of all or any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale or sales, with such notice as provided in Section (10) below, in lots or in bulk, for cash or any credit, all as Lender, in its sole discretion, may deem advisable. At any such sale or sales of the Collateral, the Collateral need not be in view of those present and attending the sale, nor at the same location at which the sale is being conducted. Lender shall have the right to conduct such sales on Borrower's premises or elsewhere and shall have the right to use such time or times as Lender may see fit. Lender is hereby granted a license or other right to use, without charge, Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral and Borrower's rights under all licenses and all franchise agreements shall inure to Lender's benefit. Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the loan.
- (10) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, which is deposited in the United States mail, registered mail, return receipt requested, duly addressed to Borrower, at the address set forth in the Loan Agreement, ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to Borrower.

IN WITNESS WHEREOF, Borrower and Lender have cause this Security Agreement to be executed as of the day and year first above written.

Black Market Bagels, LLC
Address: 337 E Main Street
Galesburg, IL 61401

By: _____
Keith B. Anderson, Owner/Manager

City of Galesburg

By: _____
Peter Schwartzman, Mayor

Address: Galesburg City Hall
55 West Tompkins Street
Galesburg, Illinois 61402-1387

Attest: _____
Kelli Bennewitz, City Clerk

EXHIBIT A
to Security Agreement between
CITY OF GALESBURG
and
Black Market Bagels, LLC

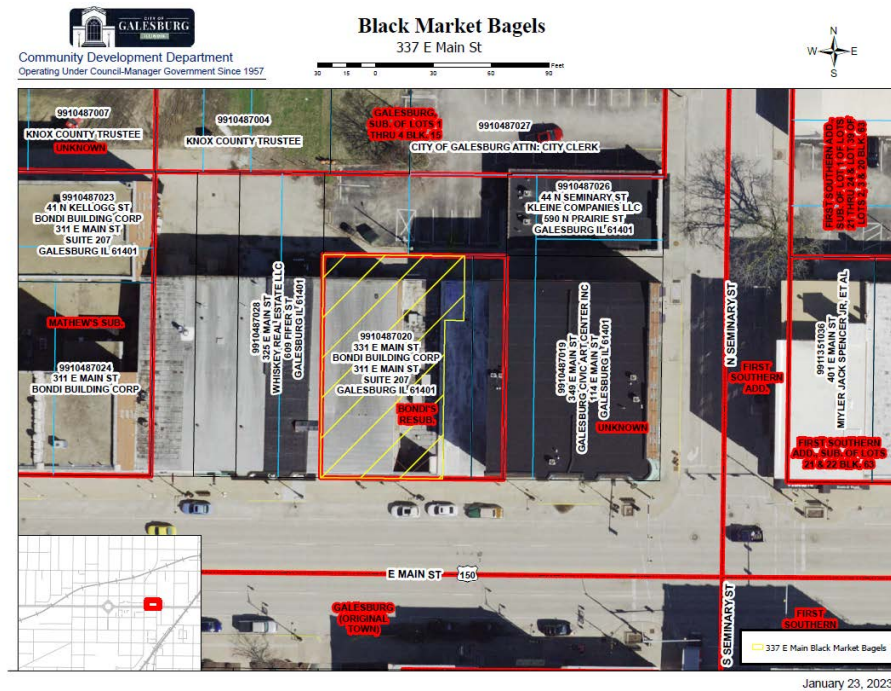
Location of Collateral

Legal Description and Common address:

Lot 1 in the Bondi's Resubdivision of part of lots nine and ten block fifteen original town of the City of Galesburg, Knox County, Illinois, as per plat thereof recorded as document #691952 on October 9, 1980.

PROPERTY IDENTIFICATION NUMBER (PIN): **99-10-487-020**

COMMONLY KNOWN AS: **331-337 E Main St**



Description of Equipment:

All equipment of the Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, office and recordkeeping equipment, parts and tools, and the good described in any equipment schedule or list furnished to the Secured Party by the Debtor (but no such schedule or list need be furnished in order for the security interest to be valid as to all of Debtor's equipment).

CONTINUING PERSONAL GUARANTY

TO: CITY OF GALESBURG

- (1) For valuable consideration, the undersigned, **Keith B. Anderson**, (hereinafter called Guarantor) unconditionally guarantees and promises to pay to the *City of Galesburg* ("Lender"), on order, on demand, in lawful money of the United States, any and all indebtedness of **Black Market Bagels, LLC** ("Borrower") to Lender under a Loan Agreement and Note dated as of February, 2023, between Borrower and Lender. The word "indebtedness" as used herein means all principal, interest, fees, expenses, costs or indemnities which Borrower owes Lender pursuant to the Loan Agreement and Note, whether recovery upon such indebtedness may be, or hereafter become, otherwise unenforceable.
- (2) This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied.
- (3) Guarantor authorizes Lender, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine; (d) settle, release, compromise, collect or otherwise liquidate the indebtedness; and (e) release or substitute any one or more endorsers or guarantors. Lender may without notice assign this Guaranty in whole or in part.
- (4) Guarantor waives any right to require Lender to (a) proceed against Borrower; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower, and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation, or incurring of new or additional indebtedness.
- (5) This Guaranty shall be continuing and shall not be discharged, impaired or affected by (a) the power or authority or lack thereof of Borrower to incur the indebtedness; (b) the validity or invalidity of the documents evidencing the indebtedness or securing the same; (c) any defenses

whatsoever that Borrower may or might have to the payment of the indebtedness or to the performance of the other obligations described in the documents evidencing the indebtedness; or (d) any right of offset, counterclaim or defense (other than payment in full of the indebtedness and the performance of all the obligations in accordance with the terms of the documents evidencing the indebtedness) that Guarantor may or might have to its undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by Guarantor.

- (6) Any indebtedness of Borrower now or hereafter held by Guarantor is hereby subordinated to the Indebtedness of Borrower to Lender; and such indebtedness of Borrower to Guarantor if Lender so requests shall be collected, enforced and received by Guarantor as trustees for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.
- (7) Guarantor agrees to pay all reasonable attorney's fees and all other costs and expenses which may be incurred by Lender in enforcement of this Guaranty.
- (8) No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof and no single exercise of any right of Lender's as provided herein shall be deemed to exhaust the right. Failure by Lender to declare a default shall not constitute waiver thereof or of any subsequent default.
- (9) This Guaranty shall be construed in accordance with and governed by the law of the State of Illinois. Guarantor agrees that the State or Federal courts in Illinois shall have jurisdiction to hear and determine any claims or disputes pertaining to this Guaranty or to any matter arising therefrom.

Executed this ____ day of February, 2023.

Keith B. Anderson, Owner/Manager
337 E Main St
Galesburg, IL 61401

**COUNCIL LETTER
CITY OF GALESBURG
FEBRUARY 6, 2023**

AGENDA ITEM: Consider moving forward with the demolition process on properties located at 465 W. Second Street (residence & detached garage), 99 N. Elm Street (residence), 1450 Rock Island Avenue (residence & detached garage), 357 N Chambers (residence), and 58 N Pearl (residence).

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development and Code Compliance Supervisor recommend the City Council authorize demolition proceedings for these properties.

BACKGROUND: After an inspection of the properties, the Building Inspector sent the required notification to the owners of the properties requesting compliance. The following are the responses to the violations:

465 W Second. A letter was sent to the listed owner in October of 2022. A follow up inspection noted there was no attempt to fix the building. This property has been cited for nuisance and housing violations multiple times since September of 2021. There has been no active water service since May of 2020. The property has holes in the roof allowing weather to enter the structure; The chimney is collapsing due to deterioration; Front porch roof is dilapidated, and the sheeting has rotted off the back; Siding is missing allowing for weather infiltration; Multiple open windows allowing for pest and rodent entry; Accessory building has holes in the roof and the west wall is beginning to lean.

99 N Elm. A letter was sent to the listed owner in August of 2022. Upon a follow up inspection it was noted that no attempt was made to fix the building. The residence was severely damaged by a fire in April of 2022. The property was deemed dangerous and uninhabitable by the Community Development Department and GFD. The owner contacted Community Development in December of 2022 requesting the placard designation be removed so they could sell the property. He was informed that due to the condition of the structure after the fire that this was not possible. This property has been cited for multiple nuisance violations in 2022.

1450 Rock Island. A Letter was sent to the listed owner in July of 2022. Upon a follow up inspection, it was noted that no attempt was made to repair the building. There has been no active water service since April of 2012. The properties roof is in a dilapidated condition allowing for weather to enter the structure; Missing and rotted soffits that allow for pest and rodent infiltration.

357 N Chambers. After a garage fire in October 2022 that damaged the garage and residence, a letter was sent to the registered owner In October of 2022. Upon a follow up inspection, it was noted that no attempt had been made to repair the buildings. The owner contacted the Inspections Division in November of 2022 and stated they would be in town at the end of November to clean up the remains of the accessory structure damaged in the fire and to secure the residence. They were given an extension until January 1, 2023 to complete the necessary work. No attempt at compliance has been made. The garage and the east side of the residence were damaged as a result of the fire; there are

multiple instances of brick failure causing collapse of the foundation; the rear porch is collapsing due to dilapidation. There has been no active water service since May of 2018.

58 N Pearl. A letter was sent to the listed owner in October of 2022. A follow up inspection noted there was no attempt to fix the building. This property has been cited for multiple nuisance violations since 2021. In June of 2022 the property was issued a placard order through Administrative Adjudication for no water service or electricity. The property has not had active water service since December of 2009. The property has a dilapidated roof over the addition on the north side; rear sill and floor rotten under the door area; missing and rotten fascia board allowing for rodent and pest entry; window sills are rotten allowing weather to infiltrate the wall cavity; missing downspouts to carry weather away from the home.

The request before Council tonight is to approve moving forward with the demolition process. If approved, the following steps still need to be taken:

- A title search is being conducted and if it is found that there are any other parties with ownership interest, staff will send additional notices.
- If there are no responses, the City Legal Department pursues all necessary steps to obtain an order for demolition.
- Once an order is received, staff can order an asbestos inspection of the property.
- Staff requests utilities be terminated at the property.
- Staff then drafts demolition specifications, and the demolition is put out for bid.
- Bids are taken to City Council for approval.
- The selected demolition contractor schedules the demolition into their calendar and completes the demolition.

BUDGET IMPACT: The demolition costs are estimated to be:

- 465 W Second St (Residence and Detached Garage)- \$18,000- \$20,000
- 99 N Elm St (Residence)- \$15,000- \$18,000
- 1450 Rock Island Ave (Residence and Detached Garage)- \$25,000- \$30,000
- 357 N Chambers St (Residence) \$18,000- \$20,000
- 58 N Pearl St (Residence) \$18,000- \$20,000

SUPPORTING DOCUMENTS:

1. Fifteen-day notices and photos
2. Fire Report



October 13, 2022

[REDACTED]
401 First St
Galesburg, IL. 61401

ReferenceProperty:465 W. Second St.
PIN#:9915328011

Legal Description: W 3 RDS OF E 8 RDS LOTS 10 & 11 BLK 90

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 465 W. Second St.. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31). You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Roof has holes through letting weather into the structure
2. Chimneys in state of collapsing on the house due to dilapidation
3. Gutters falling from home no longer functioning as intended
4. Front porch roof is dilapidated to the point of roof sheeting rotted off back to the beam and fascia gone
5. Siding on structure missing and loose allowing for weather infiltration
6. No window glass or sash in opening above porch allowing for rodent/ bird entry
7. Front Porch floor dilapidated not safe to walk on, no steps leading to porch
8. Dilapidated deck on east side of building no stairs to reach door
9. Dilapidated shed/lean to roof on rear of home
10. Accessory Building (Garage) is an open structure, wall on left appears to be leaning.
11. Garage roof has large hole through dilapidated roof, also soffit falling off and no fascia or gutters

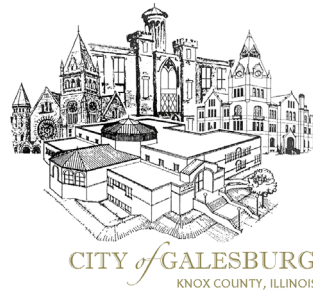
The list is based upon a visual inspection was performed on October 12, 2022 . This property will be re-inspected on October 31, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

465 W Second





August 5, 2022



1415 Vista De
Soledad, Ca. 93960

ReferenceProperty 99 N. Elm St. Galesburg,Il.
PIN#:9912378013
Legal Description:WASHINGTON ADDN LT 6 BLK 1

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 99 N. Elm St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Repair or demolition of building damaged by structure fire April 30, 2022

The list is based upon a visual inspection was performed on May 2, 2022. This property will be re-inspected on August 20, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

99 N Elm



A FDID <u>KD161</u> * State <u>IL</u> * Incident Date <u>04</u> <u>30</u> <u>2022</u> * Station <u>01</u> Incident Number <u>22-0001615</u> * Exposure <u>000</u> * ☐ Delete ☐ Change ☐ No Activity NFIRS -1 Basic		MM DD YYYY	
B Location* ☐ Check this box to indicate that the address for this incident is provided on the Wildland Fire Census Tract Module in Section B "Alternative Location Specification". Use only for Wildland fires.			
☒ Street address <u>99</u> <u>N</u> <u>ELM</u> <u>ST</u> ☐ Intersection Number/Milepost Prefix Street or Highway Street Type Suffix			
☐ In front of ☐ Rear of ☐ Adjacent to ☐ Directions <u>Galesburg</u> <u>IL</u> <u>61401</u> - ☐ Apt./Suite/Room City State Zip Code			
Cross street or directions, as applicable			
C Incident Type * <u>111</u> <u>Building fire</u> Incident Type		E1 Date & Times Midnight is 0000	
D Aid Given or Received* 1 ☐ Mutual aid received 2 ☐ Automatic aid recv. 3 ☐ Mutual aid given 4 ☐ Automatic aid given 5 ☐ Other aid given N ☒ None		Check boxes if dates are the same as Alarm Date. ALARM always required	
		Month Day Year Hr Min Sec Alarm * <u>04</u> <u>30</u> <u>2022</u> <u>05:13:54</u> ARRIVAL required, unless canceled or did not arrive	
E2 Shift & Alarms Local Option <u>2</u> <u>01</u> <u>02</u> Shift or Alarms District Platoon		☒ Arrival * <u>04</u> <u>30</u> <u>2022</u> <u>05:18:49</u> CONTROLLED Optional, Except for wildland fires	
		☐ Controlled ☐ ☐ ☐ ☐ LAST UNIT CLEARED, required except for wildland fires	
F Actions Taken * <u>11</u> <u>Extinguishment by fire service personnel</u> Primary Action Taken (1) <u>12</u> <u>Salvage & overhaul</u> Additional Action Taken (2) <u>51</u> <u>Ventilate</u> Additional Action Taken (3)		E3 Special Studies Local Option ☐ ☐ Special Study ID# Special Study Value	
		G1 Resources * ☒ Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression <u>0005</u> <u>0013</u> EMS ☐ ☐ Other ☐ ☐ ☐ Check box if resource counts include aid received resources.	
G2 Estimated Dollar Losses & Values LOSSES: Required for all fires if known. Optional for non fires. None Property \$ ☐ <u>015</u> <u>000</u> ☐ Contents \$ ☐ <u>010</u> <u>000</u> ☐ PRE-INCIDENT VALUE: Optional Property \$ ☐ <u>000</u> <u>000</u> ☐ Contents \$ ☐ <u>000</u> <u>000</u> ☐		H1* Casualties ☐ None Deaths Injuries Fire Service ☐ ☐ Civilian ☐ <u>001</u>	
		H2 Detector Required for Confined Fires. 1 ☐ Detector alerted occupants 2 ☒ Detector did not alert them U ☐ Unknown	
Completed Modules ☒ Fire-2 ☒ Structure-3 ☒ Civil Fire Cas.-4 ☐ Fire Serv. Cas.-5 ☐ EMS-6 ☐ HazMat-7 ☐ Wildland Fire-8 ☒ Apparatus-9 ☒ Personnel-10 ☐ Arson-11		H3 Hazardous Materials Release N ☐ None 1 ☐ Natural Gas: slow leak, no evacuation or HazMat actions 2 ☐ Propane gas: <21 lb. tank (as in home BBQ grill) 3 ☐ Gasoline: vehicle fuel tank or portable container 4 ☐ Kerosene: fuel burning equipment or portable storage 5 ☐ Diesel fuel/fuel oil: vehicle fuel tank or portable 6 ☐ Household solvents: home/office spill, cleanup only 7 ☐ Motor oil: from engine or portable container 8 ☐ Paint: from paint cans totaling < 55 gallons 0 ☐ Other: Special HazMat actions required or spill > 55gal., Please complete the HazMat form	
I Mixed Use Property NN ☐ Not Mixed 10 ☐ Assembly use 20 ☐ Education use 33 ☐ Medical use 40 ☐ Residential use 51 ☐ Row of stores 53 ☐ Enclosed mall 58 ☐ Bus. & Residential 59 ☐ Office use 60 ☐ Industrial use 63 ☐ Military use 65 ☐ Farm use 00 ☐ Other mixed use		J Property Use* Structures 341 ☐ Clinic, clinic type infirmary 342 ☐ Doctor/dentist office 361 ☐ Prison or jail, not juvenile 419 ☒ 1-or 2-family dwelling 429 ☐ Multi-family dwelling 439 ☐ Rooming/boarding house 449 ☐ Commercial hotel or motel 459 ☐ Residential, board and care 464 ☐ Dormitory/barracks 519 ☐ Food and beverage sales 539 ☐ Household goods, sales, repairs 579 ☐ Motor vehicle/boat sales/repair 571 ☐ Gas or service station 599 ☐ Business office 615 ☐ Electric generating plant 629 ☐ Laboratory/science lab 700 ☐ Manufacturing plant 819 ☐ Livestock/poultry storage (barn) 882 ☐ Non-residential parking garage 891 ☐ Warehouse 936 ☐ Vacant lot 938 ☐ Graded/care for plot of land 946 ☐ Lake, river, stream 951 ☐ Railroad right of way 960 ☐ Other street 961 ☐ Highway/divided highway 962 ☐ Residential street/driveway	
Outside 124 ☐ Playground or park 655 ☐ Crops or orchard 669 ☐ Forest (timberland) 807 ☐ Outdoor storage area 919 ☐ Dump or sanitary landfill 931 ☐ Open land or field		Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use <u>419</u> <u>1 or 2 family dwelling</u>	

K1 Person/Entity Involved

Local Option

Business name (if applicable)

Area Code

Phone Number

☒ Check This Box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

99
NumberN
PrefixELM
Street or HighwayST
Street Type

Suffix

Post Office Box

Apt./Suite/Room

Galesburg
CityIL
State61401
Zip Code

☐ More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary

K2 Owner☐

Same as person involved? Then check this box and skip The rest of this section.

North Illinois Investments LLC

Business name (if Applicable)

Area Code

Phone Number

Local Option

☒ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

99
NumberN
PrefixELM
Street or HighwayST
Street Type

Suffix

Post Office Box

Apt./Suite/Room

Galesburg
CityIL
State61401
Zip Code**L Remarks**

Local Option

22005429

On 4/30/2022, at 0513 hours, fire units 51, 52, 53, and 58 were dispatched to 99 N. Elm St. for a structure fire. While enroute headquarters stated all occupants were out of the structure. 52 arrived on scene and Captain Clayton announced command, preformed a 360, and had his crew pull 1 3/4 preconnect. The fire was self venting from the Charlie side when fire crews arrived on scene. 51 arrived on scene and established water supply with a forward lay of 5 inch hose from the hydrant to 52. I, BC Brackett, arrived on scene, made a face to face with Captain Clayton and command was transferred. 51 and 52 crews went offensive mode and were designated Division One. All fire units were advised to go to FIREGROUND frequency. I requested a KD 161 Call Back First Shift at this time. Division One had a good knocked down of the fire from the exterior. 53 arrived on scene, pulled a second handline, and were designated Division Two. Gas was shut off at the meter by fire crews. AmerenIP arrived on scene and pin the gas meter off. Division One made entry, extinguished the fire, and shut the power off to the house at the circuit breaker panel. AmerenIP arrived on scene much later and cut the power line to the pole. GFD Chaplain arrived on scene, gathered information, and made arrangements for the fire victims. Fire Investigator Walters called to the scene to perform an Origin and Cause fire investigation. 1-800-BOARDUP secured and boarded up the structure. The occupants were put up for the night at the Holiday Inn Express. No fire injuries were reported. One occupant was transported to the hospital for a laceration. All fire units cleared and returned to quarters.

L Authorization

875

Officer in charge ID

Brackett, Donald J

Signature

04

Position or rank

Central

Assignment

04

Month

30

Day

2022

Year

Check Box if same as Officer in charge.

☒

875

Member making report ID

Brackett, Donald J

Signature

04

Position or rank

Central

Assignment

04

Month

30

Day

2022

Year



July 18, 2022


1450 Rock Island
Galesburg, IL. 61401

ReferenceProperty:1450 Rock Island

PIN#:9902451003

Legal Description: C B ROWEN S 3RD ADDN LOT 3 BLK 9

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 1450 Rock Island. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Dilapidated roof
2. Dilapidated soffits
3. Window on SW appears open or missing/broken
4. Door on north side jamb appears damaged and lockset appears missing
5. Boarded up window needs repair over 90day allowance per City Ordinance
6. Service entrance to accessory structure boarded up in need of repair, board up in violation of time allowance per City Ordinance

The list is based upon a visual inspection was performed on July 15, 2022. This property will be re-inspected on August 1, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

1450 Rock Island





Jul 14, 2022 at 2:44:57 PM



October 27, 2022


344 N Chambers St.
Galesburg, IL. 61401

ReferenceProperty:357 N Chambers St.

PIN#:9911309002

Legal Description: C B ROWEN S 3RD ADDN LOT 3 BLK 9

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 357 N. Chambers St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Repair Fire Damage to house
2. Foundation damage due to brick failure
3. Rear porch appears to be collapsing from dilapidation
4. Complete demo of accessory structure Damaged from fire

The list is based upon a visual inspection was performed on November1, 2022. This property will be re-inspected on November 16, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

357 N Chambers



A FDID <u>KD161</u> * State <u>IL</u> * Incident Date <u>MM</u> <u>10</u> <u>DD</u> <u>13</u> <u>YYYY</u> <u>2022</u> Station <u>01</u> Incident Number <u>22-0004018</u> * Exposure <u>000</u> * ☐ Delete ☐ Change ☐ No Activity NFIRS -1 Basic			
B Location* ☐ Check this box to indicate that the address for this incident is provided on the Wildland Fire Census Tract Module in Section B "Alternative Location Specification". Use only for Wildland fires.			
☐ Street address ☐ Intersection ☐ In front of ☒ Rear of ☐ Adjacent to ☐ Directions			
Number/Milepost <u> </u> Prefix <u>N</u> Street or Highway <u>CHAMBERS</u> Street Type <u>ST</u> Suffix <u> </u>			
Apt./Suite/Room <u> </u> City <u>Galesburg</u> State <u>IL</u> Zip Code <u>61401</u> - <u> </u>			
Cross street or directions, as applicable <u>E NORTH ST</u>			
C Incident Type * <u>111</u> <u>Building fire</u> Incident Type		E1 Date & Times Midnight is 0000 Check boxes if dates are the same as Alarm Date. ALARM always required Alarm * <u>10</u> <u>13</u> <u>2022</u> <u>23:31:00</u> ARRIVAL required, unless canceled or did not arrive ☒ Arrival * <u>10</u> <u>13</u> <u>2022</u> <u>23:35:00</u> CONTROLLED Optional, Except for wildland fires ☐ Controlled <u> </u> <u> </u> <u> </u> <u> </u> LAST UNIT CLEARED, required except for wildland fires ☐ Last Unit <u>10</u> <u>14</u> <u>2022</u> <u>01:31:00</u> Cleared	
D Aid Given or Received* 1 ☐ Mutual aid received ☐ Their FDID <u> </u> <u> </u> Their State <u> </u> 2 ☐ Automatic aid recv. ☐ Their FDID <u> </u> <u> </u> Their State <u> </u> 3 ☐ Mutual aid given ☐ Their FDID <u> </u> <u> </u> Their State <u> </u> 4 ☐ Automatic aid given ☐ Their FDID <u> </u> <u> </u> Their State <u> </u> 5 ☐ Other aid given ☐ Their Incident Number <u> </u> N ☒ None		E2 Shift & Alarms Local Option <u>1</u> <u>01</u> <u>01</u> Shift or Alarms District Platoon	
		E3 Special Studies Local Option <u> </u> <u> </u> Special Study ID# <u> </u> Special Study Value <u> </u>	
F Actions Taken * <u>11</u> <u>Extinguishment by fire service personnel</u> Primary Action Taken (1) <u>12</u> <u>Salvage & overhaul</u> Additional Action Taken (2) <u>86</u> <u>Investigate</u> Additional Action Taken (3)		G1 Resources * ☒ Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus <u>0005</u> Personnel <u>0012</u> Suppression <u> </u> <u> </u> EMS <u> </u> <u> </u> Other <u> </u> <u> </u> ☐ Check box if resource counts include aid received resources.	
		G2 Estimated Dollar Losses & Values LOSSES: Required for all fires if known. Optional for non fires. None Property \$ <u> </u> <u>001</u> <u>000</u> ☐ Contents \$ <u> </u> <u>001</u> <u>000</u> ☐ PRE-INCIDENT VALUE: Optional Property \$ <u> </u> <u>000</u> <u>000</u> ☐ Contents \$ <u> </u> <u>000</u> <u>000</u> ☐	
Completed Modules ☒ Fire-2 ☒ Structure-3 ☐ Civil Fire Cas.-4 ☐ Fire Serv. Cas.-5 ☐ EMS-6 ☐ HazMat-7 ☐ Wildland Fire-8 ☒ Apparatus-9 ☒ Personnel-10 ☐ Arson-11		H1* Casualties ☒ None Deaths Injuries Fire Service <u> </u> <u> </u> Civilian <u> </u> <u> </u> H2 Detector Required for Confined Fires. 1 ☐ Detector alerted occupants 2 ☐ Detector did not alert them U ☐ Unknown	
H3 Hazardous Materials Release N ☐ None 1 ☐ Natural Gas: slow leak, no evaluation or HazMat actions 2 ☐ Propane gas: <21 lb. tank (as in home BBQ grill) 3 ☐ Gasoline: vehicle fuel tank or portable container 4 ☐ Kerosene: fuel burning equipment or portable storage 5 ☐ Diesel fuel/fuel oil: vehicle fuel tank or portable 6 ☐ Household solvents: home/office spill, cleanup only 7 ☐ Motor oil: from engine or portable container 8 ☐ Paint: from paint cans totaling < 55 gallons 0 ☐ Other: Special HazMat actions required or spill > 55gal., Please complete the HazMat form		I Mixed Use Property NN ☐ Not Mixed 10 ☐ Assembly use 20 ☐ Education use 33 ☐ Medical use 40 ☐ Residential use 51 ☐ Row of stores 53 ☐ Enclosed mall 58 ☐ Bus. & Residential 59 ☐ Office use 60 ☐ Industrial use 63 ☐ Military use 65 ☐ Farm use 00 ☐ Other mixed use	
J Property Use* Structures 131 ☐ Church, place of worship 161 ☐ Restaurant or cafeteria 162 ☐ Bar/Tavern or nightclub 213 ☐ Elementary school or kindergarten 215 ☐ High school or junior high 241 ☐ College, adult education 311 ☐ Care facility for the aged 331 ☐ Hospital		341 ☐ Clinic, clinic type infirmary 342 ☐ Doctor/dentist office 361 ☐ Prison or jail, not juvenile 419 ☐ 1-or 2-family dwelling 429 ☐ Multi-family dwelling 439 ☐ Rooming/boarding house 449 ☐ Commercial hotel or motel 459 ☐ Residential, board and care 464 ☐ Dormitory/barracks 519 ☐ Food and beverage sales 936 ☐ Vacant lot 938 ☐ Graded/care for plot of land 946 ☐ Lake, river, stream 951 ☐ Railroad right of way 960 ☐ Other street 961 ☐ Highway/divided highway 962 ☐ Residential street/driveway	
Outside 124 ☐ Playground or park 655 ☐ Crops or orchard 669 ☐ Forest (timberland) 807 ☐ Outdoor storage area 919 ☐ Dump or sanitary landfill 931 ☐ Open land or field		539 ☐ Household goods, sales, repairs 579 ☐ Motor vehicle/boat sales/repair 571 ☐ Gas or service station 599 ☐ Business office 615 ☐ Electric generating plant 629 ☐ Laboratory/science lab 700 ☐ Manufacturing plant 819 ☐ Livestock/poultry storage (barn) 882 ☐ Non-residential parking garage 891 ☐ Warehouse 981 ☐ Construction site 984 ☐ Industrial plant yard Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use <u>881</u> <u>Parking garage, (detached resident</u>	

KD161 FDID *	IL State *	MM 10	DD 13	YYYY 2022	01 Station	22-0004018 Incident Number *	000 Exposure *	Complete Narrative
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Narrative:

22013368

Dispatched for a vacant shed on fire behind 533 E North St. E52, E53, L54 & C58 responded emergent. E52 arrived on scene to find a fully engulfed detached garage located behind 357 Chambers St. E52 pulled a 1.75" handline and added a 50' section to it from the high rise pack.

E54 and C58 arrived. I assumed command and instructed all units to set radios to fire ground channel. I commenced a 360 of the garage. When I got to the Cedar Creek Hall parking lot I was flagged down by an individual who stated he had pulled a woman from the building. She was lying in the NW corner of the parking lot.

L53 arrived, I instructed them to bring their EMS bag and medically assess the woman.

I instructed E54 to reposition to the parking lot and commence fire suppression from the east side. E52 started to extinguish the fire from the south through the property at 533 E North. E54 repositioned, pulled its front bumper load 1.75" handline and also began fire suppression. A 360 was completed.

E52 engineer with help from L53 driver secured a water source. A hydrant on the S side of North St was connected with 200' of 5" supply hose. When E54 emptied its tank water. It was instructed to refill at a hydrant on the east side of Cedar Creek Hall.

PO5 arrived and patient care was transferred to the medics. They transported the patient to SMMC.

Fire was reported UNDER CONTROL and LOSS STOPPED. The garage was checked and reported ALL CLEAR.

Upon inspection it was noted siding had melted on back of the vacant house at 357 N Chambers. No other damage was noted.

A call back for an investigator was initiated. L53 was cleared followed by E54. Investigator Clayton arrived in 56. E52 remained to assist as needed. C58 cleared. E52 and then 56 cleared. Investigator report to follow.



October 27, 2022

[REDACTED]
325 N Kellogg St.
Galesburg, IL. 61401

ReferenceProperty:58 N. Pearl St.
PIN#:9911378001

LegalDescription: GREEN & MCCOYS ADDN RE S D LOTS 16 17 & 18 LOT 31

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 58 N. Pearl. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31). You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Dilapidated Roof over addition on northside
2. Missing and rotten Fascia Board allowing for weather and rodent infiltration
3. Window sills rotten allowing weather to infiltrate wall cavity
4. Porch roof missing column for support
5. Window open
6. No downspouts to carry weather away from home

The list is based upon a visual inspection was performed on October 26,2022. This property will be re-inspected on November 14, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

58 N Pearl



TOWN OF THE CITY OF GALESBURG

Date: February 6, 2023

Agenda Number: 23-9002

TOWN FUND	<u>\$5,678.29</u>
GENERAL ASSISTANCE FUND	<u>\$3,619.83</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u></u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$9,298.12</u>

2:26 PM

01/30/23

TOWN OF THE CITY OF GALESBURG
TOWN Payment Due Report
 January 10 to January 30, 2023

Type	Date	Num	Memo	Due Date	Aging	Open Balance
Ameren Illinois						
Bill	01/27/2023	012723bill	Ameren Acct# 5392319850	02/28/2023		539.38
Total Ameren Illinois						539.38
CityGalesburg EXPENSES						
Bill	01/30/2023	0436581	2023 Google Workspace, Office 365 & Symantec for Assessor	02/14/2023		1,005.06
Bill	01/30/2023	0436582	KNOWBE4 annual fees for Assessor's office	02/14/2023		126.72
Bill	01/30/2023	0436580	2023 Google Workspace, Office 365 & Symantec for GA	02/14/2023		642.04
Total CityGalesburg EXPENSES						1,773.82
DEVNET						
Bill	01/30/2023	0711.113...	Yearly Field & Help Desk Support Mar 2023 to Feb 2024	02/21/2023		3,150.00
Total DEVNET						3,150.00
F&M Credit Card						
Bill	01/30/2023	011923 s...	Acct# 4798-5102-1874-9568	02/14/2023		69.55
Total F&M Credit Card						69.55
Galesburg Termite & Pest						
Bill	01/30/2023	02044	Acct # 115 - Quarterly Service	03/14/2023		35.00
Total Galesburg Termite & Pest						35.00
OSI						
Bill	01/26/2023	1140717-0	case of trash liners	02/14/2023		25.04
Total OSI						25.04
Tri-States Water						
Bill	01/30/2023	89615	Yearly Cooler rental for 2022	02/14/2023		85.50
Total Tri-States Water						85.50
TOTAL						5,678.29

3:34 PM

01/30/23

TOWN OF THE CITY OF GALESBURG**Payroll Summary**

January 2023

	Hours	Rate	Jan 23
Employee Wages, Taxes and Adjustments			
Gross Pay			
Salary - Assessor			6,735.34
Salary - Assessors Office Staff			10,222.06
Salary - Caseworker/GA			6,257.64
Salary - Office Manager/GA			4,735.94
Salary - Supervisor			333.33
Salary - Town Clerk			200.00
Salary - Trustee			160.00
Hourly - Assessor Office	184.75	20.00	3,284.75
Hourly General Assistance Offic	58.25	15.00	953.75
Total Gross Pay	243		32,882.81
Deductions from Gross Pay			
Health Insurance (pre-tax)			-998.18
HSA Employee (Pretax)			-1,300.00
IMRF 457b Plan Emp.			-1,257.80
IMRF VAC 457b Plan Emp.			-822.12
Total Deductions from Gross Pay			-4,378.10
Adjusted Gross Pay	243		28,504.71
Taxes Withheld			
Federal Withholding			-2,042.00
Medicare Employee			-443.48
Social Security Employee			-1,896.25
IL - Withholding			-1,336.08
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-5,717.81
Deductions from Net Pay			
Life Insurance NCPERS			-64.00
Total Deductions from Net Pay			-64.00
Net Pay	243		22,722.90
Employer Taxes and Contributions			
Federal Unemployment			146.30
Medicare Company			443.48
Social Security Company			1,896.25
IL - Unemployment			247.58
457b Plan Co. Match			676.40
Total Employer Taxes and Contributions			3,410.01

3:38 PM

01/30/23

TOWN OF THE CITY OF GALESBURG
Payroll Summary - GA FUND
 January 2023

	Jan 23
Employee Wages, Taxes and Adjustments	
Gross Pay	
Salary - Caseworker/GA	6,257.64
Salary - Office Manager/GA	4,735.94
Hourly General Assistance Offic	953.75
Total Gross Pay	11,947.33
Deductions from Gross Pay	
Health Insurance (pre-tax)	-332.54
HSA Employee (Pretax)	-600.00
IMRF 457b Plan Emp.	-494.72
IMRF VAC 457b Plan Emp.	-375.46
Total Deductions from Gross Pay	-1,802.72
Adjusted Gross Pay	10,144.61
Taxes Withheld	
Federal Withholding	-648.00
Medicare Employee	-159.71
Social Security Employee	-682.92
IL - Withholding	-470.14
Medicare Employee Addl Tax	0.00
Total Taxes Withheld	-1,960.77
Deductions from Net Pay	
Life Insurance NCPERS	-16.00
Total Deductions from Net Pay	-16.00
Net Pay	8,167.84
Employer Taxes and Contributions	
Federal Unemployment	66.09
Medicare Company	159.71
Social Security Company	682.92
IL - Unemployment	89.42
457b Plan Co. Match	266.04
Total Employer Taxes and Contributions	1,264.18

All payroll, as of January 1, 2023 will be paid out of the TOWN FUND and its FEIN #. The GA FUND will no longer have a separate payroll and will no longer report to IRS or State of IL on its separate FEIN #.

We are still tracking GA employees and once a month at the end of the month, will produce reports for the Trustees of a Payroll Summary, along with a Payroll Summary for GA FUND. The total gross pay + the tax liabilities/contributions will be added together to arrive at monthly amount that will be transferred from GA FUND to TOWN FUND with an accompanying journal entry into **GL account# 400 – Contract Labor**.

11:37 AM

01/31/23

Town of the City of Galesburg - General Assistance
GA Payment Due Report
 As of January 30, 2023

Type	Date	Num	Memo	Due Date	Open Balance
Hy-Vee Main St # 1216					
Bill	01/27/2023	G15562	Assistance for E	02/14/2023	47.54
Bill	01/27/2023	G15598	Assistance for M	02/14/2023	100.00
Bill	01/27/2023	G15592	Assistance for M.	02/14/2023	49.56
Bill	01/27/2023	G15599	Assistance for D	02/14/2023	54.18
Bill	01/27/2023	G15607	Assistance for V	02/14/2023	98.38
Bill	01/27/2023	G15504	Assistance for S.	02/14/2023	48.11
Total Hy-Vee Main St # 1216					397.77
OSI					
Bill	01/30/2023	INV304756	Acct # OSI0254	02/14/2023	116.65
Total OSI					116.65
TOTAL					514.42

11:25 AM

01/31/23

Town of the City of Galesburg - General Assistance
GA Advance Payment Report
January 10 - 30, 2023

Type	Num	Date	Name	Memo	Account	Class	Paid Amount
Check	24266	01/13/2023	LL River Oaks Trails	Emergency Shelter Assistance for , Apt #818	126 · IL Funds - GA FUND	2 - GA ASSISTANCE	
				Emergency Shelter Assistance fo , Apt #818	613 · Emergency Assistance - Rent	2 - GA ASSISTANCE	-894.98
TOTAL							-894.98
Check	24267	01/13/2023	LL Crawford, Rita	Shelter Assistance for z @ 762 E. Brooks St	126 · IL Funds - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance f '62 E. Brooks St	602 · Gen Assistance - Rent	2 - GA ASSISTANCE	-340.00
TOTAL							-340.00
Check	24268	01/13/2023	LL KCHA	Shelter Assistance for !55 Tompkins, Apt # 202	126 · IL Funds - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for M. ! 55 Tompkins, Apt # 202	602 · Gen Assistance - Rent	2 - GA ASSISTANCE	-17.00
TOTAL							-17.00
Check	24269	01/13/2023	LL KCHA Laundry	Laundry Assistance for t @ 255 Tompkins, Apt # 202	126 · IL Funds - GA FUND	2 - GA ASSISTANCE	
				Laundry Assistance for M. F Tompkins, Apt # 202	612 · Gen Assistance - Misc/Lndry/Tra	2 - GA ASSISTANCE	-10.00
TOTAL							-10.00
Check	24270	01/17/2023	Postmaster	4 rolls of 100 Forever Stamps	103 · Cash in Bank - GA FUND	1- GA ADMIN	
				4 rolls of 100 Forever Stamps @ \$0.60 each	439 · Office Supplies & Service	1- GA ADMIN	-240.00
TOTAL							-240.00
Check	24271	01/20/2023	LL Harris & Harris Holding	Shelter Assistance for i	103 · Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for N. Ri	602 · Gen Assistance - Rent	2 - GA ASSISTANCE	-340.00
TOTAL							-340.00
Check	24272	01/20/2023	AMEREN PLEDGE	Utility Assist for ! Acct# 5424461072	103 · Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Utility Assist for T. M	603 · Gen Assistance - Utilities	2 - GA ASSISTANCE	-83.76
TOTAL							-83.76
Check	24273	01/24/2023	LL Galesburg Commercial, LLC	Shelter Assistance for ! @ 326 W Knox St	103 · Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for J. B @ 326 W Knox St	602 · Gen Assistance - Rent	2 - GA ASSISTANCE	-340.00
TOTAL							-340.00
Check	24274	01/24/2023	LL Rose, Alvin	Shelter Assistance for @ 523 Prairie St, Apt# 1	103 · Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for C. F 23 Prairie St, Apt# 1	602 · Gen Assistance - Rent	2 - GA ASSISTANCE	-340.00
TOTAL							-340.00
Check	24275	01/24/2023	State Farm_Forney	Auto Ins - Policy# 1151-9243-01 for	103 · Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Auto Ins - Policy# 1151-9243-01 for D. W	612 · Gen Assistance - Misc/Lndry/Tra	2 - GA ASSISTANCE	-68.96

Custom Report: Check Detail

11:25 AM

01/31/23

Town of the City of Galesburg - General Assistance
GA Advance Payment Report
January 10 - 30, 2023

Type	Num	Date	Name	Memo	Account	Class	Paid Amount
TOTAL							-68.96
Check	24276	01/27/2023	LL KCHA	Shelter Assistance for Apt# 1105	103 - Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for N. Br # 1105	602 - Gen Assistance - Rent	2 - GA ASSISTANCE	-17.00
TOTAL							-17.00
Check	24277	01/27/2023	LL Vanguard Properties, LLC	Shelter Assistance for 19 E. Grove St	103 - Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for B. I	602 - Gen Assistance - Rent	2 - GA ASSISTANCE	-340.00
TOTAL							-340.00
Check	24278	01/27/2023	LL KCHA Laundry	Assistance for apt# 323	103 - Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Laundry assistance for C. WI # 323	612 - Gen Assistance - Misc/Lndry/Tra	2 - GA ASSISTANCE	-10.00
TOTAL							-10.00
Check	24279	01/30/2023	LL KCHA	Shelter Assistance for # 323	103 - Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Shelter Assistance for C. W 323	602 - Gen Assistance - Rent	2 - GA ASSISTANCE	-17.00
TOTAL							-17.00
Check	24280	01/30/2023	AMEREN ILLINOIS	Utility Assistance for - Acct# 9886297096	103 - Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Utility Assistance for C. W ct# 9886297096	603 - Gen Assistance - Utilities	2 - GA ASSISTANCE	-36.71
TOTAL							-36.71
Check	24281	01/30/2023	LL KCHA Laundry	Laundry Assist for apt # 1105	103 - Cash in Bank - GA FUND	2 - GA ASSISTANCE	
				Laundry Assist for N. B # 1105	612 - Gen Assistance - Misc/Lndry/Tra	2 - GA ASSISTANCE	-10.00
TOTAL							-10.00

TOTAL \$ 3,105.41

DOCUMENT

	Title			
	City Council Agenda			
	Filename			
	02062023 City Council Packet_a11y.pdf			
	Language			
	Tags	Pages	Size	
en	15197	250	30 MB	

RESULT



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CHECKPOINT	PASSED	WARNED	FAILED
Basic Requirements			
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Fonts	372	0	0
Content	724 775	0	0
Embedded Files	0	0	0
Natural Language	306 705	0	0
Logical Structure			
Structure Elements	1 204	0	0
Structure Tree	14 604	0	0
Role Mapping	15 197	0	0
Alternative Descriptions	30 399	0	0
Metadata and Settings			
Metadata	3	0	0
Document settings	252	0	0

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